DOCUMENT RESUME

ED 289 422 HE 020 987

TITLE Agreement between University of Cincinnati and AAUP, University of Cincinnati Chapter, September 1, 1986 to August 31, 1989.
INSTITUTION American Association of Univ. Professors, Washington, D.C.; Cincinnati Univ., Ohio.
PUB DATE 1 Sep 86
NOTE 114p.
PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC05 Plus Postage.
DESCRIPTORS Arbitration; *Collective Bargaining; *College Faculty; Compensation (Remuneration); *Contracts; Department Heads; Fringe Benefits; Grievance Procedures; Higher Education; Insurance; Leaves of Absence; Librarians; *Personnel Policy; Released Time; Retirement Benefits; *State Universities; Teacher Salaries; Unions
IDENTIFIERS *AAUP Contracts; American Association of University Professors; Dues Checkoff; *University of Cincinnati OH

ABSTRACT

The collective bargaining agreement between the University of Cincinnati and the university chapter of the American Association of University Professors (AAUP) covering the period September 1, 1986 through August 31, 1989 is presented. The 42 articles, grouped into seven categories, cover the following: (1) basic principles (recognition and description of bargaining unit, academic freedom, academic safeguards and responsibilities, non-discrimination, and affirmative action); (2) faculty and librarian status (appointments, reappointment, promotion, tenure, continuous appointment, grievance procedure, disciplinary hearing and dismissal for cause); (3) compensation (compensation, increases for part-time and geographic full-time faculty, minimum salaries, overloads, academic unit head compensation, and additional compensation); (4) fringe benefits (medical, dental, life, disability insurance; health maintenance plans; sick leave; retirement programs; academic leave, study and research leave for librarians, and special duty assignments; professional, personal, child-rearing, vacation, and military leaves and released time for education and for librarians; special or emergency leaves; professional travel); (5) governance (governance of the university; retrenchment under conditions of financial exigency; termination because of discontinuation of a program, department, college, or library; institutional responsibilities; academic unit heads); (6) bargaining agent (rights and duties, dues check-off, released time, disputes and arbitration); and (7) agreement administration. (LB)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED289422

September 1,
1986
to
August 31,
1987

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY
NEA
TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

University of Cincinnati

AAUP
University of Cincinnati
Chapter

HE020987

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)
☑ This document has been reproduced as received from the person or organization originating it.
☐ Minor changes have been made to improve reproduction quality.
• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

BEST COPY AVAILABLE

TABLE OF CONTENTS

Article	Title	Page
	Basic Principles	
	Preamble	1
1	Recognition and Description of Bargaining Unit	2
2	Academic Freedom	3
3	Academic Safeguards and Responsibilities	4
4	Non-Discrimination	6
5	Affirmative Action Plans	6
	Faculty and Librarian Status	
6	Appointments: Faculty and Librarians	7
7	Reappointment, Promotion, Tenure, and Continuous Appointment	17
8	Grievance Procedure	28
9	Disciplinary Hearing and Dismissal for Cause	37
	Compensation	
10	Compensation	42
11	Increases for Part-Time and Geographic Full-Time Faculty Members	45
12	Minimum Salaries	46
13	Overloads, Extra Compensation	47
14	Academic Unit Head Compensation	47
15	Additional Compensation	48
	Fringe Benefits	
16	Medical Insurance	48
17	Health Maintenance Plans	49
18	Dental Insurance	49
19	Life Insurance	50
20	Sick Leave	50
21	Disability Insurance	54

22 Retirement Programs..... 54

23 Academic Leave, Study and Research Leave for for Librarians, and Special Duty Assignments..... 58

24 Professional, Personal, Child-Rearing, Vacation, and Military Leaves and Released Time for Education for Librarians..... 61

25 Special or Emergency Leaves..... 65

26 Professional Travel..... 65

Governance

27 Governance of the University..... 67

28 Retrenchment Under Conditions of Financial Exigency.... 69

29 Termination Because of Discontinuation of a Program, Department, College, or Library..... 75

30 Institutional Responsibilities..... 82

31 Academic Unit Heads..... 84

Bargaining Agent

32 Rights and Duties of the AAUP as Agent..... 85

33 Dues Check-Off..... 86

34 Released Time..... 87

35 Disputes and Arbitration..... 88

Agreement Administration

36 Maintenance of Practices..... 91

37 Decertification..... 92

38 Agreement Construction..... 92

39 Totality of Agreement..... 92

40 Savings and Separability..... 93

41 Duration and Amendment..... 93

42 Dispute Settlement Procedure..... 93

Definitions..... 96

Memo of Understanding..... 98

Index..... 102

PREAMBLE

The intent of the collective bargaining process entered into by and between the Board of Trustees of the University of Cincinnati and the University of Cincinnati Chapter of the American Association of University Professors is to promote a healthy and viable institution of higher learning capable of supporting a quality program of teaching, research, and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty and librarian participation, assure fair and reasonable conditions of employment, and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE 1

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

1.1 The University recognizes the AAUP as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for employees in the following classifications:

1.1.1 All faculty members in all colleges (plus the Observatory and the Division of Professional Practice) holding regular (that is, unqualified) titles of Professor, Associate Professor, Assistant Professor, and Instructor;

1.1.2 All full-time faculty members in the College of Medicine who hold strict or geographic full-time academic positions, and who receive their salary through the University;

1.1.3 All persons appointed full-time on an academic year or annual basis who hold other faculty titles such as those in the field service, clinical, or research series;

1.1.4 All persons appointed on academic year or annual basis who hold adjunct or other part-time titles whose position is 65% or more of a full-time faculty position;

1.1.5 Assistants to the Dean who meet the 65% or more of a full-time faculty position requirement, Heads, Directors, Chairpersons and Coordinators of Departments, and Division Heads;

1.1.6 Beginning Librarians, Assistant Librarians, Associate Librarians, Associate Senior Librarians, Senior Librarians. All part-time librarians whose positions are 65% or more of a full-time position.

1.2 Excluded from the Bargaining Unit are:

1.2.1 Persons who hold faculty titles or ranks in the Reserve Officers Training Corps or the Tanners Research Council;

1.2.2 Affiliated full-time faculty, voluntary or part-time faculty in the College of Medicine;

1.2.3 Administrators at the level of Assistant Dean and above (e.g., Associate Dean, Vice Dean, Dean, Vice Provost, University Dean, Assistant Vice President, Associate Vice

President, Vice President, President), even if they hold regular academic ranks or titles;

1.2.4 All visiting faculty.

1.3 Within fifteen (15) days following the beginning date of each quarter of the academic year, the AAUP may review the Personnel Action Forms for all new part-time faculty upon written request to the senior Vice President and Provost.

ARTICLE 2

ACADEMIC FREEDOM

2.1 Institutions of higher education exist for the common good. The welfare and strength of the University and of society at large depend on the free search for truth and its free expression. Academic freedom is based upon the premise that scholars are entitled to immunity from coercion in matters of thought and expression, and on the belief that the mission of the University can be performed only in an atmosphere free from administrative or political constraints on thought and expression. The University of Cincinnati and the AAUP reaffirm their long tradition of and deep commitment to academic freedom.

2.2 Academic freedom applies to freedom of thought and expression in teaching, research, and extramural activities. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom is also essential to protect the rights of faculty members and librarians freely to discuss and debate all ideas, however controversial or unpopular, before the broader community. The right of academic freedom shall be the right of every faculty member and librarian. The University shall continue to be pledged to recognize and protect full freedom of inquiry, teaching, and research in all aspects of University life.

2.3 The University shall also continue to recognize that all faculty members and librarians are citizens and members of learned professions. When they speak or write as citizens, they shall be free from institutional censorship or discipline. As persons of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, and show respect for the opinions of others. Faculty members and librarians shall

be free in their public utterances or activities to identify their University affiliation so long as no false impression of University sponsorship or endorsement is created.

ARTICLE 3

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

3.1 The AAUP and the University recognize that in the practice of their profession, faculty members' principal academic functions are the teaching, discovering, creating, and reporting of knowledge. In the practice of their profession, librarians also may be involved in these activities as well as the specific activities contained in their individual job descriptions. In order to carry out these functions, special protections are acknowledged to be essential by the parties to the contract. These protections are known as academic freedom and tenure or continuous appointment.

3.2 The general statements which follow take as their source and guide the 1940 Statement on Academic Freedom and Tenure and the 1966 Statement on Professional Ethics found in the Policy Documents and Reports of the AAUP (the Redbook), 1984 edition.

3.3 The primary justification for academic freedom is service to society's need for independent criticism and advice and a continual flow of new ideas. The creation of knowledge is inherently threatening to the established order. Academic tenure, therefore, is vital to the nurturance of new ideas and new knowledge. Tenure and continuous appointment are bulwarks against the application of economic and political power in limitation of the topics of inquiry and the publication of results.

3.4 Academic tenure, therefore, entails significant responsibilities: to enlarge the common body of knowledge; to raise hard questions; to take unpopular positions; and to accept intellectual risks. The real freedoms associated with inquiry and expression, however, are always bounded by the responsibilities associated with those freedoms.

3.5 Members of the academic community, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed on them. Their primary responsibility to their subject is to seek and to state truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary

interests, these interests must never seriously hamper or compromise their freedom of inquiry.

3.6 As teachers, faculty members and librarians encourage the free pursuit of learning in their students. They hold before students the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect their true merit. They respect the confidential nature of the relationship between teacher and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect students' academic freedom.

3.7 As colleagues, members of the academic community have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of responsibilities for the governance of the institution.

3.8 As members of their institution, faculty members and librarians seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their rights to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities to it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

3.9 As members of their community, faculty members and librarians have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When members of the academic community speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, members of the academic community have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

3.10 The responsibilities of members of the academic community encompass many professional functions appropriate to their varied roles. The responsibilities of individual faculty members and

librarians will vary depending upon the specific areas of activity in which they are engaged. It is recognized that the protections afforded by academic freedom are not to be taken lightly. Academic freedom protects faculty members and librarians in refusing to accept specific responsibilities they find morally, politically, or intellectually reprehensible; but, this does not imply that the safeguards of academic freedom may be used on unprincipled grounds.

ARTICLE 4

NON-DISCRIMINATION

4.1 The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against any Bargaining Unit member or against any applicant for employment in the Bargaining Unit for reasons of race, creed, marital status, color, age, sex, sex-orientation, religion, national origin, physical or mental handicap, status as a disabled veteran or veteran of the Vietnam Era, or membership in or activity on behalf of or against the AAUP. Sexual harassment of individuals shall be considered to be an act of discrimination.

4.2 The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against or in favor of any Bargaining Unit member or against or in favor of any applicant for employment in the Bargaining Unit because of that person's relationship either in blood or by law, with any employee or member of the Board of Trustees of the University. No person shall be employed or promoted to a position within the Bargaining Unit if the result would be that a unit head and a member of his or her immediate family (i.e., spouse, child, parent, brother, sister) would be members of the same unit; however, when it is in the interest of the University, exceptions may be made to this policy, upon the recommendation of a majority of the members of the unit, subject to the approval of the appropriate Provost with the consent of the President.

ARTICLE 5

AFFIRMATIVE ACTION PLANS

5.1 Both the University and the AAUP agree to the importance of developing and implementing non-discriminatory and affirmative action employment policies with respect to Bargaining Unit members. In order to facilitate the creation and implementation of such policies, the administration shall provide proposed plans

or revisions to a committee whose membership shall be named by the Faculty Senate. The committee shall have the opportunity to make recommendations to the President or the President's representative prior to the University's submission of future affirmative action plans or before the revision of present plans. After submission of its recommendations, if the committee desires to have a meeting on the matter, the President or the President's representative shall meet with the committee and respond to the committee's recommendations if requested to do so by the chairperson of the committee. Copies of the current affirmative action plans and revisions thereof shall be maintained in every college and library office and shall be available there for inspection.

5.2 On or before October 15 of each year of this Agreement, the Affirmative Action Office and/or the appropriate Provost shall distribute to each college dean, library administrator, unit head, and to the AAUP copies of the current affirmative action employment policies, procedures, and guidelines. The staff of the Affirmative Action Office and other designated affirmative action coordinators shall be available upon request to assist members of the Bargaining Unit in ensuring compliance with University affirmative action policies and procedures.

5.3 A copy of the annual Affirmative Action Report, submitted to the Department of Labor, shall be sent to the AAUP.

ARTICLE 6

APPOINTMENTS: FACULTY AND LIBRARIANS

6.1 Initial Appointment of Full-time Faculty

6.1.1 Whether tenure track or in a qualified series, the title advertised and assigned to a faculty position must match the duties and responsibilities to be performed as specified in the detailed description of that position.

6.1.2 The appointment of a full-time faculty member to an academic unit shall normally be based on a recommendation initiated within and approved by the faculty of the academic unit involved, using procedures developed within the unit. In unusual circumstances which the dean of the college shall explain to the academic unit, the dean may initiate a recommendation provided that the faculty of the academic unit involved has been consulted prior to the forwarding of the recommendation and the faculty has had the opportunity to consider other candidates. In the case of the initial appointment of a person to an administrative position of

assistant dean or above as described in Article 1, Recognition and Description of Bargaining Unit, any appointment to faculty status shall be referred to the faculty of the academic unit by the dean of the college or higher administrative officer and shall be subject to the approval of the faculty of the academic unit.

6.1.3 In those instances in which the dean and the academic unit cannot agree on the appointment recommendation (the academic unit using procedures developed within the unit), the appropriate Provost at the request of either the dean or the academic unit, shall constitute a committee of one (1) faculty member elected from the academic unit involved, one (1) faculty member selected by the faculty of the unit involved from the academic units of related disciplines, and one (1) faculty member selected from academic units of related disciplines, and two (2) other persons of recognized stature in the discipline of the academic unit; the latter three (3) shall be selected by the appropriate Provost after consultation with the academic unit. This committee shall be responsible for resolving the difference.

6.2 Rules and Principles governing Regular Faculty Appointments and Tenure

6.2.1 All regular faculty appointments shall be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or Instructor. For all such appointments, the probationary period for continuous full-time service shall not exceed seven years and shall begin at the initial date of appointment.

6.2.2 Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions shall in each case be given to the individual concerned in writing by the dean of the college or school concerned at the time of initial appointment.

6.2.3 Professors shall be appointed on indefinite tenure to retirement, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Professor at the expiration of an initial three-year term shall be accompanied by a grant of indefinite tenure.

6.2.4 Associate Professors initially shall be appointed for a term of either three or five years unless granted indefinite tenure. The reappointment of an Associate Professor at the expiration of an initial five-year or a

second three-year term shall be accompanied by a grant of indefinite tenure. Indefinite tenure also may be granted prior to the expiration of a term appointment.

6.2.5 In unusual or special circumstances, persons initially appointed as Assistant Professor may be promoted to Associate Professor with appointment terms of two or three years.

6.2.6 Assistant Professors initially shall be appointed for a term of two or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years. Except for special circumstances, persons initially appointed as Assistant Professor shall not be eligible for indefinite tenure at that rank. Persons initially appointed as Instructors may be eligible for indefinite tenure at the rank of Assistant Professor.

6.2.7 Instructors shall be appointed for a term of one or two years and may be reappointed for a maximum of seven years. No person may gain indefinite tenure at the rank of Instructor.

6.2.8 The probationary period for Associate Professors, Assistant Professors, and Instructors described above may be modified by the appointee's period of prior service at another institution or service at the University with a qualified title. When a candidate for employment has such prior service, the matter of how such prior service shall be treated with respect to shortening the probationary period shall be discussed with the candidate prior to appointment, and the credit which shall accrue because of such prior service, if any, shall be explicitly stated in the letter of appointment.

6.2.9 Any faculty member appointed with an unqualified title may be offered a qualified appointment only under the following circumstances:

6.2.9.1 Any faculty member whose initial appointment to an unqualified title was for three years and who has received notice of reappointment in the same title series may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 7.

6.2.9.2 Any faculty member whose initial appointment to an unqualified title was for one year or two years and who has received notice of reappointment through the fourth year in the same title series may not be offered

a qualified title before being reviewed for tenure based on the appropriate criteria according to procedures described in Article 7.

6.2.9.3 Any faculty member whose initial appointment to an unqualified title was for five years may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 7.

6.2.9.4 Any other faculty member whose initial appointment to an unqualified title was for one, two, or three years, and who has not received notice of reappointment through the fourth year, may be offered a qualified title without review for tenure.

6.2.9.5 The probationary period for any such faculty member who accepts a qualified title under the terms of this subsection shall end upon acceptance of a qualified title appointment. The dean of the college or school concerned shall give to each such faculty member the notice required by Subsection 6.3.3 of this Article.

6.2.10 Regular academic appointments shall always be from the beginning of the academic year. Any appointment made during an academic year between September 1 and December 31 shall be counted, for the purpose of entitlement to academic leave and as a part of the non-tenure period of service, as commencing on September 1 of that year. An appointment made during an academic year on January 1 or thereafter shall not be counted for the purpose of entitlement to academic leave or as part of the non-tenure period of service until the start of the first full year of service.

6.2.11 The conclusion of a binding agreement by a faculty member to accept an appointment elsewhere shall be forwarded by prompt written notice to his or her dean or equivalent. If a faculty member resigns effective as of the end of the academic year, notice of such resignation should be given no later than May 15 or thirty (30) calendar days after receiving notification of the terms of his or her continued employment the following year, whichever date occurs later. It is recognized that emergencies will occur and, in such event, the faculty member may ask his or her dean (or equivalent) to waive this requirement and the faculty member should conform to the dean's decision. This paragraph shall not apply to a faculty member who has received notice of termination pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or to Article 29,

Termination Because of Discontinuation of a Program, Department, College, or Library.

6.2.12 There shall be no tenure quotas in any college or department or academic unit or in the University as a whole.

6.3 Rules and Principles Governing Qualified Title Appointments.

6.3.1 Qualified faculty titles are those titles in the Field Service, Adjunct, Visiting, Research, and Clinical series. Faculty members with qualified titles do not have the right to request a review for tenure under any provision of this Agreement.

6.3.2 Persons employed by the University in connection with special grants or for other projects limited in time may receive University appointments, but they must be with qualified titles.

6.3.3 The dean of the college or school concerned shall give written notice to each person appointed to a qualified title, which will state that faculty members serving under qualified titles do not have the right to be reviewed for tenure, and which shall also describe the precise terms of the appointment offered and any conditions placed upon reappointment or promotion. Nothing contained in this Article shall affect the right of the Board of Trustees to grant tenure to any person whose value to the University merits such action.

6.4 Termination of a Full-time Faculty Member

Upon the expiration of a probationary period as defined above, a faculty member either shall be terminated or be granted indefinite tenure. Tenure shall be achieved only by grant of the Board of Trustees and only in accordance with the criteria and procedures provided for in Article 7. After a faculty member has been granted indefinite tenure, his or her service shall be terminated only for adequate cause (see Article 9) except in the case of retirement or because of financial exigency declared by the Board of Trustees, or because of elimination of a program, department, or college pursuant to Article 28, Retrenchment under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

6.5 Initial Appointment of Full-time Librarians

6.5.1 Job descriptions for each new position to be filled within the library systems shall be written by the

appropriate library administrator and sent to the Librarians' Reappointment, Promotion, and Continuous Appointment Committee. The Committee will review and comment on the job description and recommend the rank or ranks at which the position will be recruited.

6.5.2 The selection and initial appointment of librarians shall be based on the recommendation of search committees. Such committees shall consist of the following: the immediate supervisor of the position to be filled and two librarians, whenever possible elected by the librarians of the appropriate library system using procedures developed by the librarians of the library system. Whenever a library system has fewer than the requisite number of librarians to serve on a search committee, unfilled positions on the search committee shall be filled through an election of librarians in the Bargaining Unit according to procedures developed by librarians in the Bargaining Unit.

6.5.2.1 In those instances in which the position to be filled reports directly to a library administrator, the administrator may designate another person to serve on the search committee in the place of the library administrator.

6.5.2.2 When appropriate, up to three (3) individuals in the University community, one or more of whom may be a member of the library support staff, may be appointed by the library administrator to serve on the search committee.

6.5.2.3 Search committees shall elect their own chairperson.

6.5.3 In those instances in which a search committee and the library administrator cannot agree on the appointment recommendations, the matter shall be referred to the search committee either for reconsideration or for a further search and recommendation.

6.6 Rules and Principles Governing Appointments of Full-time Librarians and Continuous Appointment

6.6.1 All regular appointments of librarians shall be identified by one of the following titles: Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian, or Senior Librarian. Assignment of a librarian to a rank shall be based upon the tasks, responsibilities, and qualification requirements of the position held, and the experience, professional development, and scholarly and service achievements of the librarian. For

all such appointments, the probationary period for continuous full-time service shall not exceed seven years. The satisfactory performance of job responsibilities shall be the primary requirement for the advancement of librarians to a higher rank. In addition, librarians seeking promotion should also demonstrate some scholarly and service accomplishments appropriate to the level of advancement.

6.6.2 Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and continuous appointment shall in each case be given to the individual concerned in writing by the appropriate library administrator at the time of initial appointment.

6.6.3 Regular appointments shall always be from the beginning of the academic year. Any appointment made during a year between September 1 and December 31 shall be counted, for the purpose of entitlement to study and research leave and as part of the probationary period of service, as commencing on September 1 of that year. An appointment made during a year on January 1 or thereafter shall not be counted for the purpose of entitlement to study and research leave or as part of the probationary period of service until the start of the first full year of service.

6.6.4 Normally, initial appointments of librarians are at the Beginning Librarian, Assistant Librarian, or Associate Librarian ranks. The rank of initial appointment shall be based upon the established criteria and depend upon the experience and qualifications of the individual and the nature of the position being filled.

6.6.5 Beginning Librarians shall be appointed for an initial term of either one or two years and may be reappointed for additional one or two-year terms for a maximum of four years. No person may gain continuous appointment at the rank of Beginning Librarian. Time spent as a Beginning Librarian shall be counted as part of the probationary period of service leading to continuous appointment.

6.6.6 Assistant Librarians shall be appointed for an initial term of either one or two years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years of probationary service. No person may gain continuous appointment at the rank of Assistant Librarian.

6.6.7 Associate Librarians shall be appointed for an initial term of either two or three years and may be reappointed for additional terms of two or three years. Service beyond seven years shall be accompanied by a grant of continuous

appointment. Promotions to the rank of Associate Librarian or above shall be accompanied by a grant of continuous appointment.

6.6.8 Associate Senior Librarians shall be appointed for an initial term of either three or five years unless granted continuous appointment upon recommendation of the Librarians' Reappointment, Promotion, and Continuous Appointment Committee. The reappointment of an Associate Senior Librarian at the expiration of an initial five-year or second three-year term shall be accompanied by a grant of continuous appointment. Continuous appointment also may be granted prior to the expiration of a term appointment.

6.6.9 Senior Librarians shall be initially appointed with continuous appointment, unless otherwise stipulated at the time of appointment. Senior Librarians may, under special circumstances, be initially appointed for a term of three years without continuous appointment. The reappointment of a Senior Librarian at the expiration of an initial three-year term shall be accompanied by a grant of continuous appointment.

6.6.10 The probationary periods described above may be modified by the appointee's period of prior service as a professional librarian at another institution or a period of prior non-continuous service as a professional librarian at the University libraries. The matter of how such prior service shall be treated with respect to shortening the probationary period shall be discussed with the candidate prior to initial appointment and the credit, if any, which shall accrue because of such prior service shall be explicitly stated in the letter of appointment.

6.6.11 Upon the expiration of a seven-year probationary period as defined above, a librarian either shall be terminated or shall be granted continuous appointment. Continuous appointment may be achieved only by grant of the Board of Trustees and only in accordance with criteria and procedures provided for in Article 7. After a librarian has been granted continuous appointment, his or her service shall be terminated only for adequate cause, because of retirement, or because of elimination of a program, department, college, or library pursuant to Article 28, Retrenchment under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

6.6.12 Notwithstanding the items included above, the following provisions shall apply:

6.6.12.1 Librarians who had received notification of their continuous appointment prior to December 4, 1979, may continue to hold continuous appointment at any rank.

6.6.12.2 Librarians hired prior to September 1, 1979, shall be reviewed for continuous appointment on the basis of the criteria developed under the 1977-79 Agreement and may be granted continuous appointment at whatever rank they are assigned.

6.6.12.3 All years of prior continuous professional service in the University libraries shall be counted as part of the seven-year probationary period for librarians who were in the Bargaining Unit prior to December 4, 1979.

6.6.13 The normal contract year for librarians shall be September 1 through August 31. Librarians who desire to be appointed on a ten (10) month [two (2) months leave without pay] basis rather than on a twelve-month basis shall make application in writing for the same to the Library Administrator by March 1 of the preceding academic year. The Library Administrator shall render a decision by June 1.

6.6.14 The conclusion of a binding agreement by a librarian to accept an appointment elsewhere shall be forwarded by prompt written notice to the appropriate library administrator. A librarian should not resign in order to accept other employment without giving written notice at least thirty (30) calendar days prior to leaving the employ of the University. It is recognized that emergencies will occur, and, in such event, the librarian may ask the Library Administrator to waive this requirement and the librarian should conform to his or her decision. This paragraph shall not apply to a librarian who has received notice of termination pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

6.6.15 Any librarian appointed with an unqualified title may be offered a qualified appointment only under the following circumstances:

6.6.15.1 Any librarian whose initial appointment to an unqualified title was for three years and who has received notice of reappointment in the same title series may not be offered a qualified title before being reviewed for continuous appointment based on the appropriate criteria according to the procedures

described in Article 7.

6.6.15.2 Any librarian whose initial appointment to an unqualified title was for one year or two years and who has received notice of reappointment through the fourth year in the same title series may not be offered a qualified title before being reviewed for continuous appointment based on the appropriate criteria according to procedures described in Article 7.

6.6.15.3 Any librarian whose initial appointment to an unqualified title was for five years may not be offered a qualified title before being reviewed for continuous appointment based on the appropriate criteria according to the procedures described in Article 7.

6.6.15.4 Any other librarian whose initial appointment to an unqualified title was for one, two, or three years, and who has not received notice of reappointment through the fourth year, may be offered a qualified title without review for continuous appointment.

6.6.15.5 The probationary period for any such librarian who accepts a qualified title under the terms of this subsection shall end upon acceptance of a qualified title appointment. The library administrator concerned shall give to each such librarian the notice required by Subsection 6.7.3 of this Article.

6.7 Rules and Principles Governing Librarians' Qualified Title Appointments.

6.7.1 Qualified titles are those titles in the Field Service, Adjunct, Visiting, Research, and Clinical series. Librarians with qualified titles do not have the right to request a review for continuous appointment under any provision of this Agreement.

6.7.2 Persons employed by the University in connection with special grants or for other projects limited in time may receive University appointments, but they must be with qualified titles.

6.7.3 The library administrator from the unit concerned shall give written notice to each person appointed to a qualified title, which will state that librarians serving under qualified titles do not have the right to be reviewed for continuous appointment, and which shall also describe the precise terms of the appointment offered and any conditions placed upon reappointment or promotion. Nothing contained in this Article shall affect the right of the

Board of Trustees to grant continuous appointment to any person whose value to the University merits such action.

ARTICLE 7

REAPPOINTMENT, PROMOTION, TENURE, AND CONTINUOUS APPOINTMENT

7.1 Shared Responsibility for Awareness and Implementation

Within the first three months of a new faculty member's appointment to the University and annually thereafter, the appropriate academic unit head shall meet with each non-tenured faculty member to review (a) the provisions of this and related articles of the collective bargaining agreement, (b) the faculty member's prospective and actual performance, (c) his or her plans for continued professional growth, and (d) departmental and college reappointment, promotion, and tenure criteria and procedures. The unit head and the faculty member shall have a shared responsibility to ensure that such a meeting takes place. The annual meeting shall include a discussion of the faculty member's professional performance and a review of his or her career plans. Each meeting shall conclude with joint preparation of a written summary of the discussion. Either the unit head or the faculty member may indicate in writing any differing opinions about the content of the summary statement and such written opinion shall become part of the summary statement. These statements shall become part of the personnel file maintained by each unit and a copy of the statement shall be given to the faculty member. The same procedures shall be established in each library system for review of librarians holding probationary appointments.

7.2 Notification Requirements

7.2.1 Initial appointments, promotion to a higher rank, the granting of tenure or continuous appointment, and retention at the same rank or termination of service at the expiration of terms of appointment or reappointment as set forth in Article 6 shall be determined by the Board upon recommendation of the President of the University, after the recommendations set forth in this agreement have been made. When the Board of Trustees promotes a person to a higher rank, it shall also grant indefinite tenure or continuous appointment (as appropriate) in the higher rank unless it provides otherwise in the terms of the promotion, even though the full probationary period for the previous rank may not have been satisfied at the time of promotion; nothing contained in this sentence shall apply to the promotion of Instructors, Beginning Librarians, or Assistant

Librarians.

7.2.2 Notice of intention to recommend to the Board of Trustees reappointment or non-reappointment shall be given in writing to the candidate not later than the following dates:

7.2.2.1 Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination; or

7.2.2.2 Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination; or

7.2.2.3 Not later than September 1 (or at least twelve (12) months before the expiration of an appointment), after two (2) or more years of full-time service.

7.3 Layered Responsibilities for Review

7.3.1 Recommendations about reappointment, promotion, tenure, and continuous appointment, and the length of each reappointment shall be initiated by the department or comparable unit based upon criteria and procedures developed by the members of the department or comparable unit. These recommendations shall be forwarded by the department head or head of a comparable unit to the college reappointment, promotion, and tenure committee (or equivalent committee or dean); from the college reappointment, promotion, and tenure committee, or equivalent committee, to the dean or library administrator; and from the dean or library administrator to the appropriate Provost. At each level, the review committee or administrator shall assess the sufficiency of the dossier and the conformity of the review process to established criteria and procedures and may remand the dossier to the previous level of review for appropriate action.

7.3.2 Each department, non-departmentalized college, or library system shall publish the responsibilities of the department, college, or library system and the responsibilities of the candidate for developing dossiers. The department head, dean, or library administrator, as appropriate, shall be responsible for initiating and completing those parts of a candidate's dossier required by college, department, or library procedures and criteria

(e.g., external reviews, administrative summaries of teaching evaluation, etc.) for which the candidate is not responsible in sufficient time to ensure a timely and fair evaluation of the candidate.

7.3.3 The dossier shall include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent. Such information and documentation shall be provided to: the department reappointment, promotion, and tenure committee; the college reappointment, promotion, and tenure committee in non-departmentalized colleges; or the librarians' reappointment, promotion, and continuous appointment committee by the date specified by the appropriate committee.

7.4 Review Process

7.4.1 Primary responsibility for the development of the dossier submitted for review lies with the candidate.

7.4.2 All information received and considered in making recommendations regarding reappointment, promotion, tenure, or continuous appointment at any level becomes part of the candidate's dossier. All material added or attached to a candidate's dossier after it leaves the candidate's hands shall be routinely copied to the candidate at the time said material is added or attached. The candidate may inspect the dossier in accordance with University policies on access to personnel files and must be given the opportunity to review and respond in writing to any material in or added to the file.

7.4.3 If new material bearing on the substance of a prospective decision becomes available during the process of consideration of a candidate for promotion, tenure, or continuous appointment, the candidate, unit head, dean, or library administrator may add such material to the documentation being used in the recommendation process at any time up to March 1 of the year in which the Board of Trustees acts on the final recommendation. The candidate shall be provided with a copy of any information or document added to the dossier. The candidate shall be given the opportunity to review and respond in writing to the material any time up to March 1 or within fourteen (14) calendar days following the receipt of the new material, whichever date is later. The material to be added must note in the upper right hand corner the date on which the material was added and in whose possession the dossier was when the material was added. Sufficient copies of the material must be provided to meet the further terms of this subsection.

7.4.4 If new material becomes available during the process of consideration for reappointment, such material may be added to the documentation being used in the recommendation process at any time up to ninety (90) calendar days prior to the appropriate notification dates specified in Subsection 7.2 of this Article. The candidate shall be provided a copy of any information or document added to the dossier and shall be given the opportunity to respond in writing to this new material within fifteen (15) calendar days of receipt.

7.4.5 The responses described above shall become part of the dossier. Any new material and any responses from the candidate shall be provided to all reappointment, promotion, tenure, and continuous appointment committees and administrators who have participated in the review and made a recommendation. When the addition of new material relates to reconsideration, the above deadlines shall not be applicable.

7.4.6 It is understood that a department or other initiating-level recommendation shall be given serious consideration and that no committee or administrator shall make a different recommendation except for substantial reasons as stated in writing. When a review committee, a dean, a library administrator, or a higher administrative officer makes a recommendation contrary to the recommendation of the initiating unit, that unit shall be informed of such recommendation and reasons within fourteen (14) calendar days.

7.4.7 Copies of any written recommendation made at each step in the review process prior to the Board of Trustee's consideration shall be transmitted to candidates for reappointment, promotion, tenure, or continuous appointment simultaneously with transmittal of the dossier to the next level of review. Any negative recommendation must be accompanied by a written statement of reasons. Candidates also have the right to inspect their personnel files and the right to prepare and attach to the dossier any response of their choosing.

7.4.8 A candidate shall be guaranteed the right to reconsideration at the first level at which a negative recommendation occurs. Within fourteen (14) calendar days after receiving a copy of the recommendation, the candidate shall have the right to request a reconsideration of the negative decision and shall be able to submit substantive or procedural information which he or she believes may be important in such reconsideration. The candidate shall be informed of the result of the reconsideration within twenty (20) calendar days following submission of the request. When

a candidate exercises this right to reconsideration, the review process shall be stayed at the level at which reconsideration is being requested. No further evaluation of or recommendations concerning the individual's candidacy shall be made until the requested reconsideration process has been completed. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Subsection 7.2 herein.

7.4.9 Unless the candidate, within fourteen (14) calendar days after receipt of notification of a decision regarding reappointment, promotion, tenure, or continuous appointment, provides written notification to the appropriate department head, dean, or library administrator of his or her decision to withdraw from candidacy, the process will continue.

7.4.10 Dossiers shall be prepared and ready for review during the academic year in which the candidate is seeking reappointment, promotion, tenure, or continuous appointment according to the following schedule:

Review Deadlines

Latest Date for Submission of Dossier to First Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Recommendation to the Board of Trustees
REAPPOINTMENT		
January 1 (1st year of service)	February 1	March 1
October 1 (2nd year of service)	November 15	December 15
March 1 (2 or more years service)	May 1	September 1
TENURE OR CONTINUOUS APPOINTMENT		
November 1	February 1	Minimum of 12 months in advance of expiration of probationary period.
PROMOTION		
November 1	February 1	Normally by June 15

7.4.11 A department, college, or library system may establish an earlier date for submission of dossiers at the first level. The deadline for submission of reappointment, promotion, tenure, or continuous appointment dossiers at the first level of review shall be communicated in writing to the Bargaining Unit members by the dean or library administrator at least six (6) months in advance of the earliest deadline date for review. In the case of Bargaining Unit members in the first year of their initial appointment, this information shall be communicated in writing at the beginning of that appointment.

7.5 Criteria and Procedures for Reappointment, Promotion, Tenure, and Continuous Appointment

7.5.1 The reappointment, promotion, tenure, and continuous appointment recommendations set forth in this Article shall be based upon criteria related to the responsibilities and functions of the academic unit or library system of which the individual is a member.

7.5.2 These criteria shall be established with the full participation and approval of the members of the faculty within each unit and the librarians in the Bargaining Unit, but are subject to written approval by the appropriate college dean or library administrator, and by the appropriate Provost. After such approval, academic recommendations at all levels of evaluation shall be based on such criteria. The recommendations and decisions of the Provosts, and the President, and the Board of Trustees, to the extent that they are concerned with academic performance, shall also be based on such academic criteria. In applying these criteria in individual cases, the committee, administrative officer, or Board of Trustees shall take into account the recommendations of the preceding committees or administrative officers, but may arrive at an independent recommendation based on the same criteria.

7.5.3 Academic performance based on such criteria shall be the only consideration in promotion cases. Academic performance based on such criteria shall be the only consideration in cases involving reappointment, or the granting of tenure or continuous appointment, unless reappointment, tenure, or continuous appointment is denied because of program needs or budget restraints.

7.5.4 While it is recognized that the existence of a budget restraint or a program need in a department may, of necessity, have an adverse impact on an individual Bargaining Unit member, the determination of the existence of a budget restraint or program need shall be independent of the academic review of an individual Bargaining Unit member for reappointment, tenure, or continuous appointment.

7.5.5 In the event a Provost determines that a budget restraint or program need exists for a department, the Provost shall notify the department, the dean, and the AAUP. The dean and department head shall then work with the Provost to ascertain if the budget restraint or program need can be resolved without having an adverse impact on an individual Bargaining Unit member. In this process, the department as a whole, after they have been supplied with

documentation to demonstrate a budget restraint or program need, shall be consulted and their suggestions for resolution given full consideration.

7.5.6 If the budget restraint or program need can only be resolved by affecting an individual Bargaining Unit member, the member so affected shall be notified in writing, no later than fifteen (15) months prior to the effective date of the non-reappointment, that he or she will not be reappointed because of a program need or budget restraint. The notice shall state explicitly that the reasons for non-reappointment are based on budget restraints or program need.

7.5.7 In order that the University can continue the progress achieved in affirmative action, the University's affirmative action policies shall be considered in making a decision concerning non-reappointment or denial of tenure or continuous appointment for reasons of program needs or budget restraints.

7.5.8 When a Bargaining Unit member is denied reappointment for other than academic reasons, his or her position may not be filled on a full-time basis for two (2) years, unless that position is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the two-year limit (1) if the position is first offered to the individual denied reappointment, and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Bargaining Unit member denied reappointment. The Bargaining Unit member denied reappointment shall be given thirty (30) calendar days to accept or reject the full-time or part-time position. If the individual accepts, he or she shall have, with respect to any applicable tenure or continuous appointment track, credit for the prior service.

7.5.9 In the event of changes in reappointment, promotion, tenure, or continuous appointment criteria, recommendations shall demonstrate that, if a reasonable time has not elapsed to enable meeting the revised criteria requirements, consideration has been given to the criteria formerly in effect.

7.5.10 Departmental and college criteria used in reappointment, promotion, tenure, or continuous appointment recommendations shall be communicated in writing to all faculty and librarians by the appropriate academic and library unit heads in a timely manner.

7.6 Rules of Committee Procedure

7.6.1 All reappointment, promotion, and tenure committees and reappointment, promotion, and continuous appointment committees shall exist as standing committees.

7.6.2 Only full-time University faculty or librarians, or those granted full-faculty status or full-librarian status by the unit, and administrative officers named herein shall participate on the committees which make reappointment, promotion, tenure, or continuous appointment recommendations.

7.6.3 The quorum necessary for voting shall be two-thirds of the members of a reappointment, promotion, and tenure committee or reappointment, promotion, and continuous appointment committee. Each member of a reappointment, promotion, and tenure committee (or a reappointment, promotion, and continuous appointment committee) shall have one vote.

7.6.4 Department Reappointment, Promotion, and Tenure Committees.

7.6.4.1 Composition. Each department reappointment, promotion, and tenure committee shall be composed of full-time members of the department. The chairperson of this committee shall be selected by the committee from its members. If a department has fewer than four full-time tenured faculty members, it may by democratic means select additional committee members from full-time faculty from the college or in related disciplines at other colleges of the University. If the committee membership has been supplemented, the chairperson must be a member of that department. Beyond these requirements, the faculty of each department shall decide by democratic means the committee's structure, size, and method of selection.

7.6.4.2 Department Committee Responsibilities. The department committee shall forward to the college reappointment, promotion, and tenure committee or to the dean, through the department head, the candidate's file and the department's recommendation about reappointment, promotion, or tenure.

7.6.4.3 Department Head Responsibilities. The department head shall submit an independent recommendation to the college reappointment, promotion, and tenure committee or to the dean.

7.6.5 College Reappointment, Promotion, and Tenure Committee and Librarians' Reappointment, Promotion, and Continuous Appointment Committee.

7.6.5.1 The reappointment, promotion, and tenure committee in a departmentalized college shall be composed of full-time faculty of the college, with no more than two (2) from any department. Deans, associate deans, assistant deans, and assistants to the dean may not serve on the committee. Aside from these restrictions, colleges shall determine by democratic means the structure, size, and method of selection of the committee.

7.6.5.2 In colleges which are not departmentalized, the reappointment, promotion, and tenure committee shall be elected from the faculty of the college, with the exception of the deans, associate deans, assistant deans, and assistants to the dean.

7.6.5.3 The committee shall select a chairperson from its members.

7.6.5.4 The librarians shall have a reappointment, promotion, and continuous appointment committee composed of full-time librarians in the Bargaining Unit with representation from at least two (2) library systems. Aside from these restrictions, the librarians shall determine by democratic means the structure, size, and method of selection of the committee.

7.6.5.6 College Committee Responsibilties

7.6.5.6.1 The Committee shall:

a. review and consider department recommendations for reappointment, promotion, and tenure; and

b. forward to the dean, the candidate's file and the committee's recommendations about reappointment, promotion, or tenure.

7.6.5.6.2 When the dean's recommendation differs from the college committee's, the dean shall provide an independent written recommendation. A dean is not required to write an independent recommendation when in agreement with the committee's recommendation, but a dean may choose to write such a statement.

7.6.5.7 The Librarians Reappointment, Promotion, and Continuous Appointment Committee

7.6.5.7.1 The Librarians Reappointment, Promotion, and Continuous Appointment Committee shall:

a. Make a recommendation about reappointment, promotion, or continuous appointment based upon consideration of the candidate's dossier, the supervisor's recommendation, and other relevant documentation.

b. Forward to the appropriate library administrator, the candidate's file and the committee's recommendation.

c. When the appropriate library administrator for purposes of the paragraph above is also the candidate's immediate supervisor, the candidate's file shall not contain a recommendation by the immediate supervisor as to reappointment, promotion, or continuous appointment. The candidate's file shall contain the written evaluation prepared by the supervisor along with the summary of the evaluation conference signed by both the candidate and the supervisor. The candidate may include a written statement in the file about the evaluation and the summary.

7.6.5.7.2 When the library administrator's recommendation differs with the librarians' reappointment, promotion, or continuous appointment committee recommendation, the library administrator shall provide an independent written recommendation. The library administrator is not required to write an independent recommendation when in agreement with the librarians' reappointment, promotion, or continuous appointment recommendation; but the library administrator may choose to write such a statement.

7.7 These procedures are applicable to all departments, colleges, and library systems.

7.8 Nothing herein contained shall prevent the more rapid

advancement of persons of exceptional ability whose accomplishments and value to the University justify their earlier promotion or granting of tenure or continuous appointment.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 General

8.1.1 A grievance is a complaint arising under and during the term of this agreement, including but not limited to alleged violations of academic freedom, sexual or racial discrimination, decisions not to promote, reappoint, or grant tenure or continuous appointment, or other violations of this agreement but not termination for cause. The purpose of the grievance process is to provide a means of resolution within the University structure.

8.1.2 When a Bargaining Unit member believes that a matter may be grievable, she or he should contact the Office of the AAUP for clarification on the matter and help in defining the grievance.

8.1.3 Grievance procedures available to faculty members and librarians shall address issues of two kinds:

8.1.3.1 Type A. Those complaints regarding reappointment, promotion, tenure, and continuous appointment processes of the University.

8.1.3.2 Type B. All other complaints which are grievable under the provisions of this agreement. Some Type B grievances shall be addressed through a process of mediation and grievance wherein the faculty member or librarian must pursue mediated resolution of the dispute; only when mediation is unable to effect a resolution may a grievance be filed with the University Faculty and Librarians Grievance Committee (UFLGC).

8.1.4 The UFLGC must hear any properly filed Type A or Type B grievance except as noted in Subsection 8.3.1.4. below.

8.1.5 In all Type A and B grievances the burden of proof rests with the grievant.

8.2 Type A: Grievances Respecting Reappointment, Promotion, Tenure, or Continuous Appointment

8.2.1 Definition. A Type A grievance involves a decision not

to reappoint, promote, or grant tenure or continuous appointment to a Bargaining Unit member who alleges that:

8.2.1.1 Academic freedom violations are significantly connected with the decision; or

8.2.1.2 Procedures used in reaching the decision leading to the grievance were applied in an improper or discriminatory manner; or

8.2.1.3 A negative recommendation by a Provost of the University has followed positive recommendations by the department and college or library system (including a positive recommendation by the Dean) involved, and that such negative recommendation is arbitrary and capricious.

8.2.2 Procedures. The term "procedures" as used in this Article includes the requirements of Subsection 6.2 and 6.5 of Article 6, Appointments: Faculty and Librarians, and of Article 7, Reappointment, Promotion, Tenure, and Continuous Appointment, as they apply to the faculty member or librarian under review, except that such term does not include the merit or lack of merit, or the weight or substantiality of the reasons, judgments, or substantive determinations of the President, Provosts, library administrators, deans, college or department promotion and tenure committees or equivalent committees, or department heads in any matter.

8.2.3 Grievance Process Type A

8.2.3.1. A Type A grievance may be filed only after the Provost's negative recommendation has been made. In Type A grievances the Bargaining Unit member shall have twenty-one (21) calendar days from the receipt of the Provost's recommendation in which to file a grievance with the UFLGC.

8.2.3.2. The Bargaining Unit member (grievant), as specified in Subsection 8.4.2.1, shall present the Grievance Form to the UFLGC with copies to the respondent(s), the AAUP President, and to the appropriate Provost and dean. The UFLGC shall conduct a hearing (see Subsection 8.4 of this Article) and formulate and transmit its written finding or recommendation to the President within sixty (60) calendar days of receipt of a grievance. (Should the Grievance Form be filed with the UFLGC after May 15 but before July 1, the UFLGC shall make its recommendation by September 30. For grievances filed in July and

August, the UFLGC shall make its recommendation by October 31.) Copies of the UFLGC recommendations shall be sent to the grievant, the respondent(s), and all parties referenced at the beginning of this paragraph. The President shall respond in writing to the Committee's recommendation within thirty (30) calendar days of its receipt, if such recommendation is received by the President between September 1 and on or before June 1. If it is received by the President on or after June 2 and on or before August 31, the President shall act upon it within forty-five (45) calendar days.

8.2.3.3 If the President accepts the recommendation, the decision shall be implemented, and the case is deemed resolved at that point. If the President does not accept the Committee's recommendation, or if the President modifies that recommendation in any way, the President shall return it to the Committee with objections specified in writing. The Committee shall have ten (10) calendar days to consider the President's rejection or modification of its decision and to forward its written reply to the President. The President shall have ten (10) calendar days to make a final decision in the grievance and to inform the UFLGC in writing.

8.2.3.4 While deliberating, the President may seek advice or counsel. It shall be considered improper, however, for any persons, on their own initiative, to approach the President on the matter.

8.2.4. Ad Hoc Review Committee

8.2.4.1 In cases involving tenure or continuous appointment, after the holding of a full evidentiary hearing, the UFLGC may at its discretion appoint an Ad Hoc Review Committee to conduct a substantive review. The UFLGC shall, at the conclusion of its evidentiary hearing, transmit in writing to the President its findings and its decision to create an Ad Hoc Review Committee. After informing the President, the UFLGC shall have twenty-one (21) calendar days in which to constitute such a committee, with the concurrence of the appropriate dean. In the event the UFLGC and the dean fail to concur, either party may request the good offices of the appropriate Provost in securing an acceptable committee.

8.2.4.2 In constituting the Ad Hoc Review Committee the UFLGC should endeavor to assure representation by faculty members or librarians, either within the University or from outside the University, who are members of the grievant's own discipline. The Ad Hoc Review Committee shall consist of at least five (5) but no more than seven (7) members; it shall reach its decision by majority vote. The Ad Hoc Review Committee shall consider material in the grievant's dossier as presented to the Provost, and it shall have power to seek further evaluation of the candidate. The Ad Hoc Review Committee shall follow all relevant and appropriate criteria, procedures, and guidelines of the grievant's department and/or unit.

8.2.4.3 The Ad Hoc Review Committee shall commence its work no later than September 30, and within sixty (60) calendar days it shall make its recommendation to the President as to whether the grievant should be awarded tenure or continous appointment. The President, in considering the Ad Hoc Review Committee's recommendation, shall follow the guidelines and time limits stated in Section 8.2.3.2 above.

8.3 Type B: Matters Not Involving Reappointment, Promotion, Tenure, or Continuous Appointment, or Termination for Cause

8.3.1 Definition. The following mediation and grievance process shall apply for any grievance on matters other than those involving reappointment, promotion, tenure, continuous appointment, or termination for cause. This jurisdiction shall include the following types of grievances:

8.3.1.1 claims of sexual or racial discrimination or harassment; or

8.3.1.2 grievances about disciplinary action against a Bargaining Unit member. These may include allegations that the procedures of Article 9, Disciplinary Hearings and Dismissal for Cause, were ignored or violated; or

8.3.1.3 grievances brought by the AAUP on behalf of a class of Bargaining Unit members; or

8.3.1.4 all other grievances that arise between a Bargaining Unit member and the Administration covered by this article not restricted by this Agreement. Grievances under this subsection shall be accepted

unless one more than a majority of the UFLGC members vote against it and the UFLGC provides a written statement to the grievant explaining its refusal to consider the grievance. The grievant may seek reconsideration of such a decision by presenting new evidence to the Committee within thirty (30) calendar days from receipt of that decision.

8.3.2 Mediation Process Type B

8.3.2.1 Because it is in the interests of the AAUP and the University to resolve complaints prior to formal hearing, a mediation process must occur before a 8.3.1.3 or 8.3.1.4 Type B grievance can be filed for hearing before the UFLGC. It is the responsibility of the faculty member or librarian (complainant) to file for mediation with the appropriate AAUP representative or the appropriate college or provostal representative within thirty (30) calendar days of learning about the incident which gives rise to the complaint. To file for mediation, the faculty member or librarian must contact the office of the AAUP, the office of the dean or office of the Provost, as appropriate, to obtain a "Request for Mediation" form. The mediation process begins when the faculty member or librarian signs and forwards the "Request for Mediation" form to the office of the dean or Provost as appropriate within the thirty (30) calendar days specified above. It is the intent of the parties to this agreement that all persons assigned prospective mediation duties shall receive, as a group, formal training in mediation processes.

8.3.2.2 Mediation Team (Collegiate). As needed, each college and the University libraries shall form mediation teams to assist the resolution of complaints involving bargaining unit members within the college or libraries and/or college or library administrators other than the dean. Each collegiate team shall consist of one member appointed by the AAUP and one member appointed by the appropriate college dean. Any member of a mediation team may serve on more than one mediation team.

8.3.2.3 Mediation Team (Provostal). As needed, each provostal area shall form mediation teams to assist the resolution of complaints involving faculty members or librarians and/or administrators in different collegiate units, or involving a bargaining unit member and dean or central administrator.

Each provostal team shall consist of one member appointed by the AAUP and one member appointed by the Provost. Any member of a mediation team may serve on more than one mediation team.

8.3.2.4 Conduct of Mediation. Mediation teams shall have a period of thirty (30) calendar days, commencing with the filing of a "Request for Mediation Form" (see sample at back of Agreement), in which to effect a resolution between the complainant and the respondent. During that period, mediation team members shall have recourse to persons and information appropriate to speedy resolution. Mediation teams shall meet with the parties separately or in a group. If resolution occurs, both parties shall sign an agreement identifying the remedy. Beyond the "Request for Mediation" form, this signed agreement shall be the only written product of the mediation process. Any personal notations or other records kept by mediation teams shall be protected from review or examination in connection with any other processes internal to the University.

8.3.2.5 Implementation of Resolution. The dean's or Provost's representative shall notify the dean or Provost whether or not the complaint has been resolved. In the event that resolution requires some action by the dean or Provost, there shall be a period of fifteen (15) calendar days available for initiating implementation. If implementation does not start within that period, or if the complaint is not resolved to the satisfaction of the complainant, within fifteen (15) calendar days or the time period stated in the agreement, the complainant shall have ten (10) calendar days in which to file a written grievance with the UFLGC identifying the contract violation and the remedy sought.

8.3.3 The grievance process for Type B grievances shall be the same as that specified in Subsection 8.2.3 for Type A grievances.

8.4 Grievance Hearing Type A and Type B

8.4.1 Filing a Grievance

In a Type A grievance or in a Type B grievance where the mediation process has failed to resolve the complaint, the Bargaining Unit member may file a grievance with the UFLGC. Within the time limits specified in Subsection 8.2.3.1 (for

Type A) and 8.3.2.5 (for Type B), the grievant must submit to the UFLGC a "UFLGC Grievance Form" (see sample at back of Agreement). That form may be obtained from the AAUP Office or the office of the appropriate Provost.

8.4.2 Hearing Statements

8.4.2.1 Grievant. Within twenty-one (21) calendar days of filing the Grievance Form, the Grievant must submit to the Respondent, the UFLGC, and other parties listed on the Grievance Form a hearing statement, or brief. This statement should:

(a) incorporate the information contained in the Grievance Form;

(b) outline the nature and basis for the Grievance;

(c) summarize the issues, the supporting facts, and the relief requested; and

(d) include copies of relevant documents or other supporting materials.

8.4.2.2 Respondent. Within fourteen (14) calendar days of receipt of the Grievant's statement, the Respondent(s) must submit a hearing statement, or brief, responding to each issue addressed in the Grievant's hearing statement and providing relevant documents and other supporting materials to the Grievant, the UFLGC, and other parties listed on the Grievance Form.

8.4.2.3 Since the burden of proof rests on the Grievant, at or before the hearing the Grievant may submit additional materials and documentation responding to specific issues in the Respondent's hearing statement.

8.4.3 Committee Procedure

8.4.3.1 The UFLGC shall hold a full evidentiary hearing on each grievance after receipt and acceptance of the grievance in writing.

8.4.3.2 The UFLGC may appoint a fact-finding panel to gather such information as the committee feels may be of assistance in preparing for a hearing.

8.4.3.3 Before the hearing by the UFLGC the

Chairperson of the UFLGC should meet with the AAUP or other representative of the Grievant and the representative of the Respondent to set a date for the grievance hearing.

8.4.3.4 Five members of the UFLGC, including one non-tenured member, shall constitute a quorum.

8.4.3.5 The Committee shall take a written transcript or tape recording of their proceedings.

8.4.3.6 A written record of the Committee's recommendations, including reasons, shall be kept in the Committee's files, and copies transmitted to all parties in the grievance and listed on the Grievance Form.

8.4.3.7 The Grievant and Respondent must be present at the hearing.

8.4.3.8 Grievants and Respondents are entitled to representation and are entitled to present and cross-examine witnesses.

8.5 University Faculty and Librarians Grievance Committee (UFLGC)

The University Faculty and Librarians Grievance Committee, advisory to the President, shall be composed of ten (10) Bargaining Unit members who are faculty members or librarians, eight (8) of whom shall be tenured or have continuous appointment and two (2) of whom shall be nontenured or without continuous appointment at the time of their election to the UFLGC. The UFLGC shall be available to hear grievances specified in this Article and will be responsible for conducting Dismissal for Cause hearings as specified in Article 9.

8.5.1. Nominations for membership on the UFLGC shall be made by the Faculty Senate, which shall be obligated to include names of any Bargaining Unit member who has been nominated by a petition supported by twenty-five (25) Bargaining Unit member signatures. The list of nominees shall be disseminated to the faculty and librarians prior to the May meeting of the University Faculty. Additional nominations may be made from the floor at the meeting. Members of the UFLGC shall be elected by secret ballot of the University Faculty. This election shall be conducted at a single polling place in each college or library system on a day designated by the Chairperson of the Faculty as soon as practicable after the May meeting.

8.5.2 The term of office of UFLGC members shall be two (2) years. Any vacancy in the membership of the UFLGC caused by death, resignation, or by other reasons shall be filled by appointment by the Chairperson of the Faculty Senate until the next May University Faculty meeting. After two (2) consecutive terms on the UFLGC, a member may not serve another term until after an interval of two (2) years.

8.5.3 The UFLGC shall elect its own Chairperson and Vice-Chairperson who shall serve for a term of one (1) year. UFLGC officers may succeed themselves. Either officer may chair a grievance hearing. The Committee shall prepare its own agenda in accordance with procedures established in this Agreement. Hearings may proceed as long as at least a quorum is present.

8.5.4 The UFLGC file on each case shall include copies of all correspondence pertaining to it, the tape and/or transcript of the hearing, the UFLGC recommendation on the case, the findings of any ad hoc committee, and the President's disposition. The UFLGC file shall be kept in the office of the Faculty Senate.

8.5.5 In concordance with the provisions of Article 34 released time credit hours shall be made available to the UFLGC. At the direction of the Chair of the Committee, released time payments, at a rate equivalent to the cost of overload for a full professor, may be used to pay for up to a halftime Secretary I for the support of the Committee. Released time of a faculty member or librarian must be requested with at least four weeks notice to the appropriate dean or library administrator and Provost prior to the beginning of the quarter for which release is requested. The specific details of the release from teaching or library duties will be worked out between the individual requesting release time and the appropriate dean, library administrator, or academic unit head consistent with the special abilities of the individual and the mission of the unit involved. However, no one Bargaining Unit member should be released from more than one (1) course per quarter or equivalent duties for librarians for the reason listed in this Article. Approval of the dean of the college or the library administrator must be obtained as to the particular teaching or library duties from which the faculty member is to be released.

8.6 Rights of the AAUP and Administration

The AAUP President and the appropriate Provost shall be notified in advance of all formal steps of the grievance procedure herein described and shall promptly receive copies of all correspondence

regarding the grievance including the decisions on all grievances. Such decisions shall contain a statement of all issues as well as a statement on the resolution of the matter. The AAUP President and the appropriate Provost shall also have the right to be present or to designate a representative to be present at all hearings and at all meetings between the Grievant and the Respondent, except where the Grievant objects. If agreed to by the Grievant, the AAUP may represent the Grievant before the UFLGC. No settlement of a grievance may violate any provision of this Agreement.

8.7 Limitations

The procedures and time limits set forth in this Article must be followed in order for a Bargaining Unit member to avail himself or herself of the grievance procedure. The failure to observe the appropriate time limits shall be deemed a waiver or resolution of the grievance. Any time limit may be extended by mutual agreement in writing between the AAUP and the Administration.

ARTICLE 9

DISCIPLINARY HEARING AND DISMISSAL FOR CAUSE

Unfortunately, there are occasions when a faculty member or librarian engages in an activity or behaves in a manner which appears to be a violation of University Rules or standards of professional conduct including standards of non-discrimination. The nature of the activity or behavior will warrant the appropriate action by the University.

9.1 Informal Resolution

9.1.1 Any complaint against a faculty member or librarian will be referred to the appropriate dean or library administrator. If upon investigation the dean or library administrator determines that the complaint may have merit, he or she will notify the faculty member or librarian. Within fourteen (14) calendar days the dean or library administrator shall attempt to resolve the complaint informally, either by dismissal of the complaint and destruction of any record maintained or by taking appropriate disciplinary action acceptable to the faculty member or librarian involved. The AAUP shall be informed of the informal resolution of a complaint.

9.1.2 If any record of a complaint is retained in the college or departmental office, the faculty member or librarian shall be notified of such record.

9.1.3 If the dean or library administrator determines that informal resolution is not possible and that the complaint should be heard, he or she shall, within thirty (30) calendar days, appoint a Disciplinary Hearing Committee.

9.2 Disciplinary Hearing

9.2.1 Committee

The dean or library administrator shall appoint a Disciplinary Hearing Committee comprised of at least three persons, at least two of whom shall be faculty members or librarians, and designate one of the three as chairperson. Within thirty (30) calendar days of its appointment, the committee shall hold a hearing to determine if there has been a violation of University Rules or standards of professional conduct and submit its report and recommendations to the dean or library administrator.

9.2.2 Hearing Notice

The appropriate Provost shall provide the faculty member or librarian a written notice of the scheduled hearing and a copy of the complaint at least fourteen (14) calendar days prior to the date of the hearing. The notice should state the specific charges and the date, time, and place of the disciplinary hearing. The notice will include an explanation of the rights available to the faculty member or librarian. A copy of the notice shall be sent to the AAUP.

9.2.3 Conduct of the Hearing

At the Disciplinary Hearing the complaint shall be presented by a representative of the appropriate Provost. Other procedures employed at the hearing shall be within the discretion of the Committee but shall in any case ensure that the rights of the faculty member or librarian and the complainant are protected. The report and recommendations of the Disciplinary Hearing Committee shall be forwarded to the dean or the library administrator and copied to the appropriate Provost and to the AAUP.

9.2.4 Authority

Upon review of the Disciplinary Hearing Committee's report and recommendations, the dean or library administrator shall

have the authority to:

9.2.4.1 direct that, on the basis of the evidence heard, the complaint be dismissed and that no record of the proceeding be placed in the faculty member's or librarian's personnel file;

9.2.4.2 issue a written or oral warning to the faculty member or librarian;

9.2.4.3 formally reprimand the faculty member or librarian, and place a copy of the reprimand in the individual's file;

9.2.4.4 recommend to the President, through the appropriate Provost, other disciplinary actions, including but not limited to: suspension with pay for a specific time not to exceed one academic quarter, or suspension without pay for a maximum of one academic quarter; or

9.2.4.5 recommend to the President, through the appropriate Provost, that Dismissal for Cause procedures be initiated against the faculty member or librarian.

9.2.4.6 Within fourteen (14) calendar days of receipt of the Committee Report the dean or library administrator shall, in writing, notify the faculty member or librarian, the AAUP, and the appropriate Provost of the action taken.

9.2.5 Rights of the Faculty Member or Librarian

9.2.5.1 The faculty member or librarian shall have the right:

a. to receive written notice of the specific charges at least fourteen (14) calendar days prior to a scheduled hearing; and

b. to representation at informal and formal meetings and hearings.

9.2.5.2 As part of the notice of the scheduled hearing the faculty member or librarian shall be apprised in writing of the following rights:

a. the right to know the range and severity of possible disciplinary actions and the duration of

any actions that might be taken;

b. the right to appeal;

c. the right to file a grievance with the UFLGC under the provisions of Article 8, which right, however, shall not apply to a recommendation that Dismissal for Cause proceedings be initiated; and

d. the right of the AAUP to have an observer attend the hearing.

9.2.6 Appeal

The faculty member or librarian shall have the right to appeal a disciplinary action to the President. Such appeal shall be submitted in writing to the President within seven (7) calendar days of receipt of the notice from the dean or library administrator. The President shall act on the matter within fifteen (15) calendar days. Nothing herein affects the right of the faculty member or librarian to file a grievance as prescribed in Article 8 of this Agreement.

9.3 Dismissal for Cause

9.3.1 After a faculty member has been granted indefinite tenure or a librarian continuous appointment, his or her service shall be terminated by the University only for adequate cause, except in the case of retirement, resignation, or because of financial exigency declared by the Board of Trustees pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or because of elimination of a program, department, or college pursuant to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

9.3.2 Adequate cause will be related directly and substantially to the fitness of a faculty member or librarian in his or her professional capacity, and limited to serious professional misconduct, gross neglect of professional duties, incompetence, or moral turpitude.

9.3.3 Suspension of the Bargaining Unit member during the proceedings involving him or her is justified only if immediate harm to himself or others is threatened by his or her continuance. Unless legal considerations forbid, any such suspension should be with pay.

9.3.4 Procedures in Cases of Dismissal for Cause

The following provisions, closely modeled on the 1958

Statement on Procedural Safeguards in Faculty Dismissal Proceedings, shall apply in all cases where adequate cause as defined above has been alleged and where such allegations may lead to the dismissal of a Bargaining Unit member during a term appointment or at any time during a tenured or continuous appointment.

9.3.4.1 Initial Notice

When reason arises to question the fitness of a Bargaining Unit member who has tenure or continuous appointment or whose term of appointment has not expired, the appropriate administrative officer ordinarily shall discuss the matter with the Bargaining Unit member in a personal conference. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, the President will refer the matter to the UFLGC and so inform the faculty member or librarian.

9.3.4.2 Upon receiving the notice of the matter from the President, the UFLGC shall appoint an ad hoc committee of no more than seven members. This ad hoc committee shall informally inquire into the matter to effect an adjustment if possible and, if none is effected, determine whether in its view formal proceedings for dismissal should be instituted.

9.3.4.3 If the ad hoc committee recommends that formal proceedings should be begun, or if the President, even after considering a recommendation of the committee favorable to the Bargaining Unit member, expresses his or her conviction that a formal proceeding should be undertaken, such proceeding should be commenced.

9.3.4.5 Formal Proceedings

a. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal shall be jointly formulated by the President and the ad hoc committee; if there is disagreement, the President or the President's representative shall formulate the statement.

b. The President shall provide the Bargaining Unit member, by certified mail, with the statement of grounds for dismissal. This notice shall also inform the Bargaining Unit member of his or her rights under the contract and shall contain notice of a hearing to be held at a specified time and

place. The Bargaining Unit member should at the same time receive a copy of the rules of procedure for the hearing. The scheduling of the hearing should afford the Bargaining Unit member sufficient time to prepare a rebuttal to the charges indicated in the statement.

c. The UFLGC shall conduct the hearing under its normal rules unless the President, the AAUP, and the Bargaining Unit member agree to amend them. In such cases, the rules, as amended, should closely adhere to the recommended guidelines for committee proceedings in the 1958 Statement. As in other hearings before the UFLGC, the AAUP has the right to have a representative present.

d. In the hearing, the burden of proof that adequate cause exists rests with the University and will be satisfied only by clear and convincing evidence in the record considered as a whole.

e. Following the hearing and the UFLGC's deliberations, the process shall proceed in accordance with Step 6 in the 1958 Statement.

ARTICLE 10

COMPENSATION

10.1 Salary Adjustment for 1986-87

10.1.1 Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1986, shall receive a salary increase for the period September 1, 1986 to August 31, 1987 in accordance with the following schedule:

Effective September 1, 1986:

4.5% of 1985-86 base salary plus $378.

10.1.2 Promotional Increase

Each Bargaining Unit member receiving a promotion effective in 1986-87 shall receive, effective September 1, 1986, an additional increase of two thousand dollars ($2000) or ten percent (10%) of his or her 1985-86 base salary, whichever amount is larger. This promotion increase shall follow determination of minimum salaries for the particular

academic rank provided in Article 12, Minimum Salaries.

10.1.3 Merit Increase

Each college and library system shall receive an additional sum equal to two percent (2.0%) of the total 1985-86 academic year salary base as of June 30, 1986 of the continuing Bargaining Unit members within the college or library system. This total sum shall be distributed among the continuing Bargaining Unit members within the college or library system. The merit salary increases shall be effective at the beginning of the 1986-87 appointment year and paid on the appropriate schedule.

10.2 Salary Adjustments for 1987-88

10.2.1 Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1987, shall receive a salary increase for the period September 1, 1987 to August 31, 1988 in accordance with the following schedule:

Effective September 1, 1987:

4.0% of 1986-87 base salary plus $406.

10.2.2 Promotional Increase

Each Bargaining Unit member receiving a promotion effective in 1987-88 shall receive, effective September 1, 1987, an additional increase of two thousand dollars ($2000) or ten percent (10%) of his or her 1986-87 base salary, whichever amount is larger.

10.2.3 Merit Increase

Each college and library system shall receive an additional sum equal to two percent (2.0%) of the total 1986-87 academic year salary base as of June 30, 1987 of the continuing Bargaining Unit members within the college or library system. This total sum shall be distributed among the continuing Bargaining Unit members within the college or library system. The merit salary increases shall be effective at the beginning of the 1987-88 appointment year and paid on the appropriate schedule.

10.3 Salary Adjustments for 1988-89

10.3.1 Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1988, shall receive a salary increase for the period September 1, 1988 to August 31, 1989 in accordance with the following schedule:

Effective September 1, 1988:

4.0% of 1987-88 base salary plus $217.

10.3.2 Promotional Increase

Each Bargaining Unit member receiving a promotion effective in 1988-89 shall receive, effective September 1, 1988, an additional increase of two thousand dollars ($2000) or ten percent (10%) of his or her 1987-88 base salary, whichever amount is larger.

10.3.4 Merit Increase

Each college and library system shall receive an additional sum equal to two percent (2.0%) of the total 1987-88 academic year salary base as of June 30, 1988 of the continuing Bargaining Unit members within the college or library system. This total sum shall be distributed among the continuing Bargaining Unit members within the college or library system. The merit salary increases shall be effective at the beginning of the 1988-89 appointment year and paid on the appropriate schedule.

10.4 Procedures for Determining Merit Increases

10.4.1 The dean or library administrator shall award merit increases on the basis of published criteria and shall follow published procedures. The dean or library administrator working in accordance with the established governance structures of the college or library system shall establish procedures for determining allocation of funds for merit pay increases to units.

10.4.2 Each unit shall establish, in a democratic manner, the unit criteria and procedures for recommending merit pay increases. These criteria and procedures shall be submitted to the dean or appropriate library administrator for approval and subsequently published and distributed to each member of the department, unit, or library system. If the criteria and procedures are not approved by the dean or library administrator, the dean or library administrator shall provide the unit with specific reasons in writing for the disapproval. These approved procedures may include a committee elected from the unit to make recommendations to the unit head. The unit head shall transmit to the dean or

library administrator all recommendations developed in connection with a unit's approved procedures identifying the source of the recommendation, its amount (if specified), and the specific reasons for each recommendation.

10.4.3 A list of all individuals in the unit who are awarded merit increases, which list shall include the specific amounts and particular reasons for each award, shall be published and distributed by the dean or library administrator to the members of that unit and to the AAUP not later than thirty days after final determinations are made. At that time the dean or library administrator shall also transmit to the AAUP and the appropriate Provost a copy of all the recommending materials forwarded by academic unit heads in connection with the merit award process.

10.4.4 Nothing contained herein shall be construed as a limitation on the right of the dean or library administrator to make independent recommendations for merit pay increases. If, however, the dean or library administrator denies or changes an initiating level recommendation, he or she shall notify the initiating level and the AAUP in writing.

10.4.5 For the first year of the contract, the merit process shall be concluded by the end of the winter quarter and for each year thereafter by the end of the fall quarter. Each year merit awards will be paid retroactive to September 1. In each academic year merit awards will be based on a review of the record closed the preceding August 31.

ARTICLE 11

INCREASES FOR PART-TIME AND GEOGRAPHIC FULL-TIME FACULTY MEMBERS

11.1 Members of the Bargaining Unit who are part-time or geographic full-time and who were also members of the Bargaining Unit on June 30, 1986 shall receive a salary increase for the academic year 1986-87 effective September 1, 1986 which is four and a half percent (4.5%) of their 1985-86 academic year base salary and that portion of $378 which is equivalent to the percentage of their working time given in service to instruction, as stated on their Personnel Action Form (PAF). Promotion increases shall be calculated on the same basis. They shall be eligible for merit salary increases for the academic year 1986-87 effective September 1, 1986 from a pool equivalent to two percent (2.0%) of the total academic year base salaries for such persons as of June 30, 1986.

11.2 Members of the Bargaining Unit who are part-time or geographic full-time and who were also members of the Bargaining Unit on June 30, 1987 shall receive a salary increase for the academic year 1987-88 effective September 1, 1987 which is four percent (4.0%) of their 1986-87 academic year base salary and that portion of $406 which is equivalent to the percentage of their working time given in service to instruction, as stated on their Personnel Action Form (PAF). Promotion increases shall be calculated on the same basis. They shall be eligible for merit salary increases for the academic year 1987-88 effective September 1, 1987 from a pool equivalent to two percent (2.0%) of the total academic year base salaries for such persons as of June 30, 1987.

11.3 Members of the Bargaining Unit who are part-time or geographic full-time and who were also members of the Bargaining Unit on June 30, 1988 shall receive a salary increase for the academic year 1988-89 effective September 1, 1988 which is four percent (4.0%) of their 1987-88 academic year base salary and that portion of $217 which is equivalent to the percentage of their working time given in service to instruction, as stated on their Personnel Action Form (PAF). Promotion increases shall be calculated on the same basis. They shall be eligible for merit salary increases for the academic year 1988-89 effective September 1, 1988 from a pool equivalent to two percent (2.0%) of the total academic year base salaries for such persons as of June 30, 1988.

11.4 The percentage of service shall be determined by the college and/or library system in which the Bargaining Unit member serves. Disputes arising over this determination shall be settled pursuant to Article 8, Grievance Procedure, and, if necessary, Article 35, Disputes and Arbitration, of this Agreement.

ARTICLE 12

MINIMUM SALARIES

12.1 Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1986, shall, as of September 1, 1986, be raised to the minimum salaries indicated below, on top of which any across-the-board, merit, and promotion increases shall be added. The minimum base salary, effective September 1, 1986, for all members of the Bargaining Unit shall be as follows:

Professor	$30,600	Senior Librarian	$30,600
Assoc. Professor	$24,750	Assoc.Sr. Librarian	$26,500
Ass't. Professor	$20,200	Assoc. Librarian	$23,750
Instructor	$17,200	Ass't. Librarian	$20,000
		Beg. Librarian	$17,200

12.2 The minimum base salary, effective September 1, 1987, for all members of the Bargaining Unit shall be as follows:

Professor	$32,355	Senior Librarian	$32,355
Assoc. Professor	$26,242	Assoc.Sr. Librarian	$28,071
Ass't. Professor	$21,487	Assoc. Librarian	$25,197
Instructor	$18,352	Ass't. Librarian	$21,278
		Beg. Librarian	$18,352

12.3 The minimum base salary, effective September 1, 1988, for all members of the Bargaining Unit shall be as follows:

Professor	$34,055	Senior Librarian	$34,055
Assoc. Professor	$27,698	Assoc.Sr. Librarian	$29,600
Ass't. Professor	$22,752	Assoc. Librarian	$26,611
Instructor	$19,492	Ass't. Librarian	$22,535
		Beg. Librarian	$19,492

12.4 The minima defined in this Article shall not apply to geographic full-time or part-time Bargaining Unit members.

ARTICLE 13

OVERLOADS, EXTRA COMPENSATION

13.1 Overload teaching shall be permitted only in emergency situations. Effective September 1, 1986, extra payment for overload teaching will be paid in accordance with the following schedule.

Rank	Per Credit Hour Per Quarter
Professor	$395
Associate Professor	$385
Assistant Professor	$375
Instructor	$365

ARTICLE 14

ACADEMIC UNIT HEADS COMPENSATION

14.1 Compensation for Academic Unit Heads shall be based on their academic year base salary. That base salary shall be supplemented by an annual stipend for administrative duties in the range of $2,000 to $6,000, as recommended by the dean and approved by the appropriate Provost, based upon the criteria to be developed pursuant to the "Academic Unit Head Stipend Criteria" Memorandum of Understanding. That base salary shall be

supplemented by a 2/9 supplement for full summer responsibility, 1/9 supplement for partial summer responsibility, or no supplement for no summer responsibility as recommended by the dean and approved by the appropriate Provost.

14.2 The specific amount of stipend or supplement decided upon in individual cases under the provisions of this Article shall not be subject to Article 8, Grievance Procedure.

ARTICLE 15

ADDITIONAL COMPENSATION

15.1 In the event that the Administration wishes to make salary or fringe benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes of matching a bona fide offer from a rival institution, of correcting inequities not otherwise dealt with in this Agreement, or of rewarding outstanding professional contributions, it is free to do so. Care will be taken to insure that such professional contributions are clearly above and beyond those typically recognized through the merit increase program. When such individual adjustments are made, the Administration shall inform the AAUP of the adjustments thirty (30) calendar days before they are implemented, and shall state the reasons with the specific documentation leading to the adjustment. In any one fiscal year the total dollar value of such awards shall not exceed one-half percent (.5%) of the Bargaining Unit member salary base, except that documented bona fide offers shall be an exception should the one-half percent (.5%) cap be reached. Adjustments made under this Article shall come from the reallocation of funds and shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 16

MEDICAL INSURANCE

16.1 The University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of medical insurance equivalent to the current plan including Comprehensive 365-Day, Most Prevalent Room Allowance, Dependent Children to age 25, Maternity Benefits for Single, Female Employees, Diagnostic Service and Emergency Care Rider and Extended Care Facility Rider, Prescription Drug Rider, and equivalent to the current Usual, Customary and Reasonable Charges (U.C.R.), 365-Day In-Hospital Medical Benefits including the following riders: Dependent Children to age 25, Diagnostic

Service and Emergency Care, and Maternity Benefits for Single, Female Employees.

16.2 The University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of Major Medical Insurance with the same benefits as exist within the present Major Medical Insurance Plan which includes an overall maximum of $1,000,000 for each covered person; an annual deductible of $100 eligible charges for each of two covered persons in a family unit ($200 family maximum); 80% of eligible charges paid by the insurance and 20% paid by the participant for the first $2000 of covered expenses which exceed the deductible amount for the calendar year and, after the first $2000, 100% of the covered expenses by the University up to the lifetime maximum; however, the outpatient treatment of psychiatric disorders is paid at 80% up to a maximum of $20 for each visit up to a calendar year maximum of $1000 for each person; children covered to age 25 if they are dependent.

16.3 The Outpatient Psychiatric Preferred Provider Plan shall continue in effect.

ARTICLE 17

HEALTH MAINTENANCE PLANS

17.1 As an alternative to the medical insurance provided in Article 16, the University shall make available to Bargaining Unit members the option of membership in a health maintenance plan. For those Bargaining Unit members electing this option, the University shall make a contribution toward the cost of this option as the University would otherwise make if the Bargaining Unit member were covered by medical insurance, as provided in Article 16.

ARTICLE 18

DENTAL INSURANCE

18.1 The University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of that dental plan. The plan offers a deductible of $25 for each individual covered, no annual maximum, 100% Usual, Customary, and Reasonable (UCR) reimbursement for preventative and maintenance treatment, and 80% UCR reimbursement for major treatment.

ARTICLE 19

LIFE INSURANCE

19.1 The University shall provide the Bargaining Unit members University-paid Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance equal to one times base annual salary. Bargaining Unit members may purchase additional insurance for two times or three times base annual salary in Group Term Life and AD&D insurance. Evidence of insurability is required only for insurance amounts in excess of two times base annual salary.

19.2 If death results from a covered loss that occurs while riding as a fare-paying passenger in or upon a public conveyance being operated by a licensed common carrier for passenger service, the benefits to be paid will be two times the Principal Sum Amount. In the event of Total Disability, Term Life Insurance will be continued equal to the amount in force immediately before the start of disability subject to reduction at age 65 and termination at age 70; and subject to an overall maximum of $300,000. Term Life Insurance premiums during the period of Total Disability shall be provided at no cost.

ARTICLE 20

SICK LEAVE

20.1 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his or her immediate family. The member shall immediately notify his or her academic unit head or library unit head, as the case may be, and advise of the estimated duration of absence. If the absence is to exceed fourteen (14) calendar days, the unit head may request that the Bargaining Unit member provide a note from his or her private physician specifying the probable date of return. All use of sick leave must be reported on the appropriate University forms.

20.2 Disability or illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be treated as any other illness or disability. Accumulated sick leave may also be used for normal childbirth. If the use of accrued sick leave days for childbirth exceeds ten (10) calendar weeks, the unit head may request that the Bargaining Unit member provide a note from her private physician specifying the probable date of return. Just prior to initiation of use of sick leave for childbirth and recovery, the Bargaining Unit member shall provide

to the unit head in writing the anticipated date of delivery.

20.3 Bargaining Unit members will accumulate sick leave at the rate of fifteen (15) days per year (1.25 days for each month) including paid academic leave and paid military or sick leave.

20.4 Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. No action shall be taken by the University to terminate a Bargaining Unit member because of illness or disability while on sick leave with pay.

20.5 The University may from time to time, while a Bargaining Unit member is on sick leave, require a statement from a physician as to his or her continued disability or illness.

20.6 Persons on sick leave shall receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of indefinite tenure, continuous appointment, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been on sick leave.

20.7 Rights of Bargaining Unit Members During Long Term Illness or Disability

20.7.1 A Bargaining Unit member faced with long term illness or disability is advised to seek the advice and counsel of the Benefits Office to determine the most appropriate options for his or her individual situation.

20.7.2 If a Bargaining Unit member is unable to perform his or her assignments for a period of six calendar months following the initiation of a continuing illness or injury, he or she becomes eligible for benefits under the University long term disability insurance plan, provided he or she has elected coverage as specified in Article 21 of the Agreement. The Bargaining Unit member need not apply for disability benefits to go into effect until he or she has exhausted accumulated sick leave.

20.7.3 Subsequent to the exhaustion of accumulated sick days, the Bargaining Unit member may apply for up to one year medical leave without pay. During this one year period, he or she will retain all University-provided fringe benefits except for vacation and sick leave accrual and retirement contributions based on salary. The Bargaining Unit member may elect to use any accrued vacation prior to going on medical leave without pay.

20.7.4 One year medical leaves without pay are renewable twice. During the renewals, a Bargaining Unit member may participate in the same fringe benefits as in the first year of medical leave without pay by payment of the costs thereof.

20.7.5 When a Bargaining Unit member is on medical leave without pay he or she shall be entitled to return to normal University assignments should the disability or illness end, under the following terms:

20.7.5.1 If such a Bargaining Unit member had tenure or continuous appointment at the time of his or her disability, he or she will be recalled with full tenure or continuous appointment upon recovery; or

20.7.5.1 If such a Bargaining Unit member does not have tenure or continuous appointment, he or she will be recalled to complete the term of his or her contract, with the number of years of prior service at the University counting as part of his or her probationary period.

20.7.6 No action may be taken by the University to terminate a Bargaining Unit member because of sickness or disability while the Bargaining Unit member is on medical leave without pay.

20.7.7 Bargaining Unit members eligible for reinstatement following medical leave without pay shall upon their return receive the benefit of any salary increase or changes in benefits implemented during the time of their disability.

20.8 Following the completion of the final renewal of medical leave without pay, the University may, at its discretion, choose to terminate a Bargaining Unit member. When terminated, a Bargaining Unit member who is a TIAA/CREF retiree may continue to participate in University-provided medical and dental benefits by paying the costs thereof if the Bargaining Unit member qualifies for long term disability insurance benefits or has fulfilled the service requirements and takes normal retirement. When terminated, a Bargaining Unit member who is a STRS retiree is eligible to purchase University-provided medical and dental benefits not provided by STRS.

20.9 Normally, the decision about whether a Bargaining Unit member should take or continue on sick leave or medical leave without pay or return to normal University activities will be made by the Bargaining Unit member following consultation with his or her personal physician. If, however, there is a disagreement between the University and a Bargaining Unit member

in such matters, the following procedure shall apply:

20.9.1 The Bargaining Unit member and the University shall each designate a medical doctor specializing in treatment of the unit member's alleged illness or disability.

20.9.2 The two medical doctors shall confer and choose by agreement a third medical doctor. These three doctors shall be given the right to examine the unit member and review his or her medical records.

20.9.3 After such examination, the three medical doctors shall confer and decide by majority vote among them whether the Bargaining Unit member is so disabled as to be unable to adequately perform under the terms of his or her contract with the University. The decision of the doctors shall be binding upon the University and the Bargaining Unit member.

20.9.4 The University shall bear all costs associated with examinations and opinions rendered under this procedure.

20.10 Payment for Accrued Sick Leave at Retirement

20.10.1 At the time of retirement from active service, Bargaining Unit members who are members of a retirement system and who meet the age and service or disability requirements to be eligible for retirement under the applicable system, and with ten or more years service with the University, the State, or any of its political subdivisions, may elect to be paid in cash for one-fourth of the value of his/her unused accrued sick leave credit up to a maximum of thirty (30) days.

20.10.2 Those Bargaining Unit members employed prior to July 1, 1977, meeting the age and service or disability requirements specified above, with twenty-five or more consecutive years of full-time service with the University immediately preceding retirement, at the time of retirement from active service, may elect to be paid in cash for one-half of the value of his/her unused accrued sick leave credit up to a maximum of sixty days.

20.12.3 Payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in Subsection 20.10 eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of Subsection 20.10.

ARTICLE 21

DISABILITY INSURANCE

21.1 The University agrees to continue for the benefit of members of the Bargaining Unit, a total disability insurance policy, including retirement annuity coverage, covering participating Bargaining Unit members for 60% of their monthly salary up to a maximum benefit of $4000 a month with the same eligibility rules as presently in effect and requiring sharing equally the premium payments toward the cost of that insurance according to the schedule existing in the preceding contract or a lower amount.

21.2 All Bargaining Unit members participating in the long term disability insurance program shall have the right to participate in the University's Medical and Dental Insurance programs upon certification of disability at termination of pay status by applying and paying for the full costs of coverage thereto. Payment must be made prior to the commencement of participation and continue monthly thereafter.

ARTICLE 22

RETIREMENT PROGRAMS

22.1 Members of the bargaining unit appointed after July 1, 1977, shall participate in the State Teachers Retirement System of Ohio (STRS) or in the Public Employees Retirement System of Ohio (PERS) with eligibility and contributions as determined by regulations of said retirement systems.

22.2 Bargaining Unit members appointed prior to July 1, 1977, who elected to participate in the Expanded Teachers Insurance and Annuity Association of America retirement system or other eligible retirement systems, shall make periodic contributions with the University according to the following schedule:

22.2.1 For eligible individuals the following contributions will be made by the University:

12.75% on first $8,000 of salary

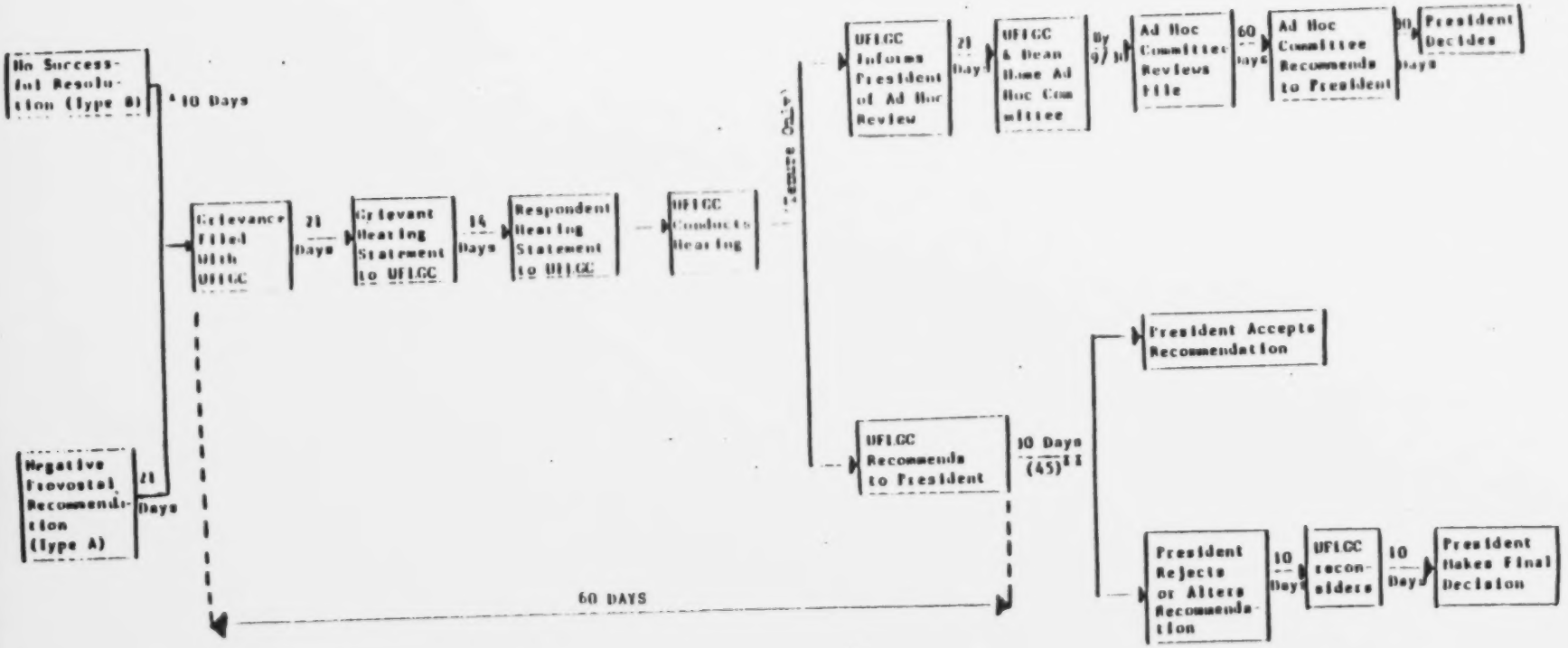
16.25% on salary between $8,001 and $16,500

10.50% on salary over $16,500

0.10% on first $16,500 for retirement plan waiver in event of disability.

22.2.2 In addition, eligible individuals shall contribute

GRIEVANCE HEARING PROCESS FLOW CHART

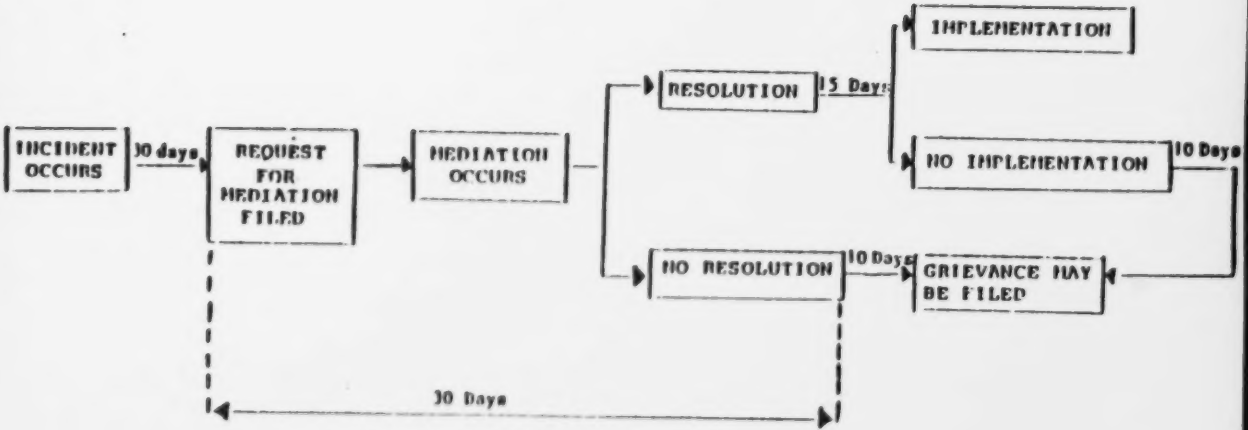


UC/AAUP Agreement, 1986-89
M.C. Kreppel

* Note Exceptions for Discrimination and Disciplinary Hearing

** 30 days during the academic year (September to June);
45 days during the summer months

MEDIATION PROCESS FLOW CHART



UC/AAUP Agreement, 1986-1989
M.C. Kreppel

a minimum contribution as follows:

5.80% on the first $8,000 of salary

9.80% on salary between $8,001 and $16,500

6.25% on salary over $16,500

22.2.3 Survivorship Insurance

The survivorship insurance policy now in effect will be held in joint trusteeship by the AAUP and the University and the two parties shall share equally in the appointment of trustees.

22.2.4 For the purpose of contributions for individuals participating in the Expanded Teachers Insurance and Annuity Association of American retirement system after July 1, 1977, when a percentage increase in contribution rates to the State Teachers Retirement System or the Public Employees Retirement System is required, the exact same percentage increase will be added to the Expanded TIAA annuity contributions.

22.2.5 The term "Salary" as used in this Section shall mean the regular base salary on a mandatory basis and, on an optional basis, all additional University compensation for services rendered, provided that the election for contributions on the additional compensation must be for all additional compensation and such election can only be made or revoked at the beginning of a calendar year.

22.3 The Early Retirement Program is hereby established for the mutual benefit of the University and the Bargaining Unit members. Individuals retiring in this program will receive monthly income from the University in addition to benefits received from any other retirement plan.

22.3.1 Eligibility:

Bargaining Unit members who have 10 years of service at the University of Cincinnati and who have tenure or continuous appointment are eligible to apply for early retirement when:

22.3.1.1 they will be at least 60 years of age on or before their proposed retirement date;

22.3.1.2 they will be younger than 60 years on their proposed retirement date but meet the 25 year service requirement, permitting partial benefits, or the 30

year service requirement permitting full benefits of, and are eligible for retirement under the City Retirement System, the State Teachers Retirement system, or the Public Employees Retirement System; or

22.3.1.3 they will be younger than 60 years of age on their proposed retirement date but have at least 25 years of service at the University of Cincinnati.

22.3.2 Amount of Early Retirement Cost:

The early retirement cost for each individual will be the individual's base salary in the year preceding retirement times the applicable factor indicated below:

Actual Age at Retirement:		60 or younger	61	62	63	64
Factor of Base Salary:		2.29	2.02	1.76	1.51	1.27
Actual Age at Retirement:	65	66	67	68	69	70
Factor of Base Salary:	1.03	.81	.59	.38	.19	0

22.3.3 Payment of the Early Retirement Benefit

22.3.3.1 The early retirement benefit will be paid in monthly payments based on the rate of return schedule described below.

22.3.3.2 Individuals may elect to receive payments on a single life basis or on an acturially equivalent joint and full life basis for the lives of themselves and their spouses. This election shall be irrevocable after February 1 of the calendar year of retirement unless an alternate date is agreed upon by and between the University and the AAUP.

22.3.3.3 Benefit payments will begin in the month of retirement unless an alternate date is agreed upon by and between the University and the AAUP.

22.3.4 Procedure

22.3.4.1 Early retirements will become effective September 1 of the calendar year of retirement unless another date is agreed upon by and between the University and the individual.

22.3.4.2 A Bargaining Unit member desiring early retirement must submit a written request to the dean of the appropriate college prior to July 1 of the calendar

year preceding the proposed retirement date.

22.3.4.3 Requests for early retirement will be irrevocable between July 1 and September 1. Individuals granted early retirement will be so notified by the University by September 1. Thereafter, requests not granted will be ineffective.

22.3.4.4 Requests will be granted in descending order by assumed age of applicants to the extent permitted by the maximum University contribution described below. The person's assumed age shall be arrived at by dividing the total years of full-time service at the University by ten (10) and adding the quotient to the applicant's actual age.

22.3.5 Maximum University Contribution

The annual maximum University contribution is the maximum contribution required to be made by the University to fund the cost of all early retirements each year. The maximum annual University contribution will be 1.35% of the general funds salary base for Bargaining Unit Members on June 1 of the year preceding the retirement year.

22.3.6 Rate of Return Schedule

This schedule will indicate the monthly single life payment and actuarially equivalent joint and full life payment for the early retirement benefit of each individual granted early retirement. The rate of return schedule will be agreed to by and between the University and the AAUP by January 1 of the calendar year of retirement or by an alternate date agreed to by and between the University and the AAUP.

22.3.7 Medical Benefits

The University will continue to provide retirees in the Early Retirement Program with the Medical Benefits in effect prior to retirement until alternative medical coverage is available through another retirement plan or governmental program, or until the age of 70, whichever occurs first.

22.3.8 Limitations

Nothing in this agreement shall prevent the University, at its discretion, from granting early retirement benefits at any time outside the scope of this program or in addition to the maximum annual University contribution.

ARTICLE 22

22.3.9 Duration

The Early Retirement Program will continue in effect unless a benefit level schedule is not executed by January 1 of the calendar year of retirement or an alternate date agreed to by and between the University and the AAUP and unless the program is modified or terminated in future agreements between the University and the AAUP. The University shall be relieved of all obligations under the Early Retirement Program to individuals scheduled for early retirement in any year for which the rate of return schedule has not been executed as required.

22.3.10 Prior Agreements Superseded

The rights and obligations established by, and as of the date of, the execution of this agreement supersede and render null and void all previous contract rights and obligations to early retirement benefits.

ARTICLE 23

ACADEMIC LEAVE, STUDY AND RESEARCH LEAVE FOR LIBRARIANS, AND SPECIAL DUTY ASSIGNMENTS

23.1 Academic Leave

The following provisions shall represent policies with respect to academic leave for faculty members.

23.1.1 Academic leave may be granted by the Board of Trustees on recommendation of the President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University. Best interests include attention to individual professional growth, program planning and development, as well as the assurance that academic unit heads and deans are satisfied that no essential course will be cancelled as a result of granting the leave.

23.1.2 Testing of Intent

To facilitate academic planning respecting prospective faculty leaves, deans will by October 1 alert faculty with eligibility for academic leave two years hence, inquiring as to their intentions to make formal application the following October. If the response is positive, faculty will also be asked to indicate for which option specified below they

intend to apply.

23.1.3 Filing of Leave Request

Except in emergency or unusual cases, faculty applying for academic leave shall file their requests with the appropriate academic unit head by October 1 of the year preceding the academic year in which the proposed leave will occur. The leave option specified below must be indicated in the October 1 request and may be changed after that time only at risk of disapproval. The faculty member's choice of either option shall in no way prejudice or otherwise affect the decision on the leave request. The dean must forward to the appropriate Provost all requests for leave, with his or her recommendation and the academic unit head's recommendation, which recommendation shall include rationale confirming that the leave serves the best interests of the University as defined in Subsection 23.1.1 of this Article.

23.1.4 Academic leaves granted to Assistant Professors, Associate Professors, and Professors may be taken according to the following options:

23.1.4.1 After seven years of full-time service, a leave of three (3) consecutive quarters at two-thirds salary; or, for those faculty members whose service shall consist of seven(7) twelve-month contracts, a leave of four (4) consecutive quarters at two-thirds salary. In lieu of the above, a faculty member may elect to apply for two (2) consecutive quarters of academic leave at full pay. Following completion of the leave, future eligibility shall be determined from the time of return to the University.

23.1.4.2 Up to one (1) year of full-time service in the rank of Instructor may be counted toward eligibility for academic leave.

23.2 Study and Research Leave for Librarians

The following provisions shall represent policies with respect to study and research leave for librarians.

23.2.1 Study and research leave may be granted by the Board of Trustees on recommendation of the President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University.

23.2.2 Except in emergency or unusual cases, librarians applying for study and research leave shall file their requests with the appropriate unit head or library

administrator by October 1 of the year preceding the academic year in which the proposed leave will occur. The library administrator or dean must forward all requests for leave with his or her recommendation and the unit head's recommendation to the appropriate Provost.

23.2.3 Study and research leave may be granted to librarians according to the schedule in Subsection 23.1.4.1 of this Article.

23.3 Special Duty Assignments

The following provisions shall constitute policies with respect to Special Duty Assignments for all Bargaining Unit members.

23.3.1 When it is advantageous to an individual and to the University, Bargaining Unit members may be released from instructional duties and assigned special duties in connection with specific research, scholarly, or creative programs.

23.3.2 Except in emergency or unusual cases, Bargaining Unit members applying for Special Duty Assignments shall file their requests with the appropriate unit head by October 1 of the year preceding the academic year in which the proposed leave will occur. The dean or library administrator must forward all requests for Special Duty Assignments, with his or her recommendation and the unit head's recommendation, to the appropriate Provost.

23.3.3 The terms and conditions of Special Duty Assignments shall be mutually agreed upon by the individual and the Administration. Normally, Special Duty Assignments are for one (1) academic quarter at full pay. Bargaining Unit members qualify for Special Duty Assignments four (4) years after their initial full-time appointment at the University.

23.4 Guidelines for Academic Leaves, Study and Research Leaves, and Special Duty Assignments

23.4.1 Upon completion of the Leave or Special Duty Assignment, the Bargaining Unit member shall submit to the dean or library administrator, a report detailing his or her attainments during the period.

23.4.2 A person granted Leave or Special Duty Assignment shall not, except by special permission of the Board on recommendation of the President, accept additional remuneration during the period beyond that paid him or her by the University and any prizes or awards that may be given

to him or her.

23.4.3 A person on Leave or Special Duty Assignment shall receive any salary increase, promotion, indefinite tenure, or, in the case of librarians, continuous appointment which he or she would have received had he or she remained in residence.

23.4.4 Except in cases where University regulations require an earlier retirement, all Leaves and Special Duty Assignments shall be granted with the understanding that recipients are obligated to return to the University for at least one academic year immediately following the period of Leave or Special Duty Assignment.

23.4.5 A person on Leave or Special Duty Assignment shall receive all fringe benefits to which he or she would have been entitled if not on Leave or Special Duty Assignment. All benefits which are based on salary, except retirement, shall be calculated on the regular base salary which the person would receive if he or she were not on Leave or Assignment. Contributions for retirement shall be based on the percentage of regular base salary paid by the University during the Leave or Special Duty Assignment. If full base salary is not paid, the Bargaining Unit member may at his or her option raise all fringe benefits to their full level upon payment by the individual of the costs thereof.

ARTICLE 24

PROFESSIONAL, PERSONAL, CHILD-REARING, VACATION, AND MILITARY LEAVES AND RELEASED TIME FOR EDUCATION FOR LIBRARIANS

The parties to this Agreement recognize that policies permitting leave of absence without pay for professional purposes or for personal reasons may at times be beneficial to both the individual and the University. The following provisions shall represent policies with respect to Professional, Personal, and Child-Rearing Leaves without pay, Released Time for Education, Vacation Leaves, and Military Leave.

24.1 Professional Leave

24.1.1 Bargaining Unit members may at any time request a Professional Leave of absence without pay from one quarter to one full academic year to participate in work in the field of education, research, or other professional activities related to University responsibilities. Under appropriate circumstances leaves or extensions thereof may

continue through a second year. Such leave requests shall be submitted in writing to the unit head, at least ninety (90) calendar days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon recommendation of the unit head and subject to the concurrence of the dean or library administrator, a leave of absence without pay may be granted by the appropriate Provost. The dean or library administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) calendar days of the Provost's receipt of the request. Extensions of Professional Leave shall be handled in a similar manner.

24.1.2 At the time a request for Professional Leave is submitted to the unit head, the Bargaining Unit member shall indicate his or her desire for counting the quarters of Professional Leave among those quarters needed to qualify for Academic Leave, Study and Research Leave, or Special Duty Assignments, and he or she shall give the reasons why such leave shall be so counted. Notification from the dean or library administrator that the leave has been granted shall also include stipulation as to whether the quarters of professional leave may be counted toward qualifying for Academic Leave, Study and Research Leave, or Special Duty Assignments.

24.1.3 A person on Professional Leave shall receive any salary increase which he or she would have received had he or she not been on leave. A person on Professional Leave shall be eligible to receive any promotion or award of indefinite tenure or, in the case of librarians, continuous appointment for which he or she would have been eligible had he or she not been on leave. However, the individual who receives such leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure or continuous appointment. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year. All fringe benefits, except for retirement, shall be provided by the University to persons on Professional Leave, on the same basis as if the person were not on leave, unless these are provided through the circumstances of the leave. A person on Professional Leave shall have the right to use University facilities and to apply for unit funds or funds administered by the University Educational Council or the University Research Council under the same conditions as if the person were not on leave.

24.2 Personal Leave

24.2.1 Bargaining Unit members may at any time request a personal leave of absence without pay for up to one year for reasons including, but not limited to, public service or family needs. Such leaves may be initiated by submitting a written request to the unit head.

24.2.2 The request shall state the reason for the leave, the period of absence, and the date of return. Upon the recommendation of the unit head, and subject to the concurrence of the dean or library administrator, a leave of absence without pay may be granted by the appropriate Provost. The dean or library administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) calendar days of the Provost's receipt of the request. Renewal requests up to a maximum of two years may be submitted by the same procedure.

24.2.3 A Bargaining Unit member on personal leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure or continuous appointment. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year.

24.2.4 A person on personal leave shall have the right to participate in any or all fringe benefits, except for retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof.

24.3 Child-Rearing Leave

24.3.1 A member of the Bargaining Unit may request a Child Rearing Leave of absence without pay for up to one (1) year to fulfill child-rearing needs of the member's family. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Such leave requests shall be submitted in writing to the unit head normally at least ninety (90) calendar days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the unit head, and subject to the concurrence of the dean or library

administrator, a Child-Rearing Leave may be granted by the appropriate Provost. The dean or library administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) calendar days of the Provost's receipt of the request. Extensions of Child-Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.

24.3.2 A person on Child-Rearing Leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure or continuous appointment, provided, however, that to effect this optional waiver such leave shall be full-time and for a period of not less than one (1) year. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave.

24.3.3 A person on Child-Rearing Leave shall be provided all fringe benefits, except for retirement, for the period of the leave or one academic quarter, whichever is less. For any leave beyond that time, the Bargaining Unit member shall have the right to participate in any or all fringe benefits, except for retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on child-rearing leave is fulfilling partial responsibilities, fringe benefits shall be provided on the same basis as if the person were not on leave.

24.4 Vacation Leave for Librarians and Faculty on Four Quarter Appointments.

24.4.1 Librarians and those faculty members on Four Quarter appointments shall be granted paid vacation leave annually from July 1 to June 30 according to the following formula: one and five-sixths (1 and 5/6) days of earned vacation for each month worked during the vacation year. Vacation time may be accrued from year to year for a maximum of three (3) years. A maximum of sixty-six (66) days may be so accrued.

24.4.2 After one year of service, librarians and faculty on Four Quarter appointments leaving the employ of the University shall be entitled to compensation at their current rate of pay for all accrued vacation leave up to sixty-six (66) days.

24.4.3 Librarians on ten (10) month appointments and part-time librarians who are members of the Bargaining Unit shall receive proportionate vacation leave.

24.5 Released Time for Education for Librarians

24.5.1 The University encourages professional development among its employees.

24.5.2 Librarians who are members of the Bargaining Unit may take job-related courses during normal working hours with the approval of the appropriate department head and library administrator, provided that the basic working responsibilities of the individual and the department continue to be fulfilled.

24.6 Military Leave

The University agrees to comply with the Federal and State Veterans Employment Acts with respect to military leave.

ARTICLE 25

SPECIAL OR EMERGENCY LEAVES

25.1 It is recognized that from time to time it may be advantageous to an individual and to the University to grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in prior provisions of this Agreement. Such leaves may be requested by a Bargaining Unit member and granted if supported by the unit head, dean or library administrator, and appropriate Provost. The terms and conditions of such leaves shall be mutually agreed upon by the individual and the Administration.

ARTICLE 26

PROFESSIONAL TRAVEL

The AAUP and the University encourage faculty and librarian participation in activities sponsored by recognized professional organizations. This includes presenting papers at meetings, serving as officers or in other capacities, and attending and participating in general meetings, seminars, and workshops. The following provisions shall represent policies with respect to reimbursement for travel expenses.

26.1 Eligibility for Travel Expense Reimbursement

26.1.1 To be eligible for reimbursement for reasonable travel expenses a Bargaining Unit member must qualify under one or more of the following categories:

26.1.1.1 Be requested by the dean or library administrator to represent the unit in some official capacity; or

26.1.1.2 Read a prepared or invited paper at a meeting of a recognized professional organization; or

26.1.1.3 Serve as a major officer of a recognized professional organization and be required to participate actively in a regularly called meeting of such organization.

26.1.2 Bargaining Unit members who do not qualify under conditions specified under Subsection 26.1.1 above, but who wish to attend a meeting or other activity sponsored by a recognized professional organization, shall be reimbursed by the University for all or part of the cost of attendance every other year. In general this shall mean a reimbursement for costs up to one hundred fifty ($150.00) dollars.

26.1.3 Bargaining Unit members who have been awarded a grant which includes travel funds or who otherwise have access to travel funds that do not come from general University funds shall use these funds in compliance with terms of the granting source, and shall not be restricted by the terms in Subsection 26.1 above.

26.1.4 Bargaining Unit members who qualify for reimbursement for travel to a professional meeting under Subsections 26.1.1 or 26.1.2 above may request funds from their college or library system travel budget.

26.2 Rules for Travel Expense Reimbursement

26.2.1 In receiving funds for professional travel Bargaining Unit members shall follow the Rules for Reimbursement of Expenses for Travel on Official University Business and shall be compensated as specified in those rules.

26.2.2 The University contribution for daily expenses for room, meals, and transportation shall follow University policy in effect at the time the expenses are incurred.

26.2.3 It is understood, however, that controlling State policies take precedence when they differ from University policy.

26.2.4 Ohio Sales tax cannot be reimbursed. For in-state travel, Bargaining Unit members are advised to obtain an Ohio Sales Tax Certificate of Exemption.

26.2.5 Information concerning current travel regulation can be obtained from the college dean or library administrator's office.

ARTICLE 27

GOVERNANCE OF THE UNIVERSITY

27.1 The variety and complexity of tasks performed by institutions of higher education produces an interdependence among constituent elements of the University. Adequate communication is therefore essential and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility will take a variety of forms as situations require. Initiative may emerge at one time or another from all institutional components and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element.

27.2 The rules of the Board of Trustees recognize the faculties of the divisions and colleges, vesting in them, subject to the approval of the Board, the power to make their own regulations governing the admission and exclusion of students, the courses of instruction to be offered, grading policy, recommendations for degrees, honors and prizes, other fundamental areas of curriculum, and such other matters as may be within their jurisdiction. They shall also be entitled to share significantly in the responsibilities for program development, program review, department review, and department and college reorganization. The principles of joint effort and shared responsibility are illustrated, but not limited, by the provisions below:

27.2.1 The University Faculty shall have the right to consider matters affecting the University and shall be given sufficient time to make available to the Administration, to the Board, and the AAUP, its aid, advice, and counsel in such matters.

27.2.2 Each college faculty shall have the right to advise, aid, and counsel the dean of the college on matters affecting the college and the University, and shall be given sufficient time, in such matters, to do so. Each college faculty may have, at its option, an elected faculty committee to exercise the powers of the college faculty in the interim between its meetings.

27.2.3 Each department faculty shall have the right to advise, aid, and counsel the academic unit head on matters affecting the department, college, and University and shall be given sufficient time, in such matters, to do so. The

department faculty may, at its option, have an elected faculty committee to exercise the powers of the department faculty in the interim between its meetings.

27.2.4 If a question arises as to whether a matter is a department, college, or University concern, the question shall be resolved by the President after seeking the advice of the Faculty Senate.

27.2.5 The faculty shall have a voice through faculty representatives elected for that purpose at the department, college, and University level in the formulation of long-range plans and in decisions relating to their implementation. Similarly faculty representatives elected for that purpose shall have a voice at the departmental, college, and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.

27.2.6 The parties to this Agreement recognize the Faculty Senate and Student Senate, and the by-laws which govern their relationship with the University.

27.2.7 With respect to faculty priorities in those areas not specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the Faculty Senate as the primary governance body representing the faculty which shall have the right to advise the President and the Vice Presidents.

27.2.8 Well in advance, but a least ninety (90) calendar days, before the final budget recommendation of the President to the Board, procedures shall be established by the Administration in consultation with the Faculty Senate, for reviewing the existing budget and for reviewing requests of the individual Vice Presidents for changes in their budgets. Upon written request the Faculty Senate shall have access to financial information which is relevant and necessary and can reasonably be made available, including monthly budget summaries.

27.2.9 Librarians shall have the right to advise, aid, and counsel the supervisor/director/library unit head on matters affecting the department, library, and library systems, and University and shall be given sufficient time, in such matters, to do so. This right shall include a voice through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources. The librarians in each library system may, at their option, have an elected committee to exercise the powers of the

librarians in the interim between their meetings.

27.2.10 It is the intention of both parties to support the role of existing governance bodies in the affairs of the University.

ARTICLE 28

RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

28.1 Should the Administration anticipate a financial exigency (an imminent financial crisis which threatens the institution as a whole) which may result in retrenchment of faculty (which as used in this Article is defined as termination of tenured faculty or termination of untenured faculty during the period of their appointment), the data upon which this anticipation is based, including the amount of savings which it deems is necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which may be available and which the AAUP may request within the ten (10) calendar days following that presentation. The Administration and the AAUP shall then agree to submit either a joint recommendation or separate recommendations to the Board of Trustees as to whether a condition of financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board of Trustees, and the Board of Trustees shall not accept recommendations from either party, until thirty (30) calendar days after the Administration has presented to the AAUP the data referred to in the first sentence of this Article upon which its anticipation of financial exigency is based, but not sooner than fifteen (15) calendar days after the giving of any additional data the AAUP may have requested as provided above. Discussions by the Board leading to Board action on the question of financial exigency must take place in a public meeting. Retrenchment of faculty may not take place until the formal declaration of financial exigency has been made by the Board of Trustees, which must include a statement of the amount of money needed to relieve the exigency.

28.2 Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven members appointed by the Administration and seven members appointed by the AAUP. All appointments shall be made within ten (10) calendar days after the formal declaration of financial exigency. If such appointments have not been made within such a ten (10) calendar day period, the members of the Committee who have been named within the ten (10) calendar days shall constitute the Committee, and proceed as set forth hereinafter. The purpose of the Financial Exigency Committee shall be to develop recommendations to provide sufficient savings for

relieving the exigency. The Committee shall have sixty (60) calendar days within which to develop recommendations unless such time is extended by the Board of Trustees.

28.3 In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

28.3.1 The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising additional funds or of reallocating current general funds; provided, however, that designated funds generated by a particular college shall not be considered as available for transfer outside the college.

28.3.2 Before retrenchment of faculty, budgets shall be cut or activities eliminated or reduced which (a) are not self-supporting (that is gifts, grants, contracts, or income from endowments designated for or other funds produced by that activity are less than the expense of that activity excluding tuition remission), or (b) are not in direct support of academic programs, or (c) are not essential for continued operation of the academic program of the University.

28.3.3 When retrenchment in academic programs becomes necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.

28.3.4 Before the final recommendations are made with respect to the termination of faculty, the Committee shall first notify the faculty members in each academic unit to be affected and shall consider alternate solutions which that academic unit may propose for effecting an equivalent reduction in its budget.

28.3.5 As to order of retrenchment, in the event that retrenchment of faculty is necessary:

28.3.5.1 Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time faculty members shall be released before any full-time, non-tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time or full-time, non-tenured faculty members are engaged. Part-time and full-time, non-tenured

members shall be released before any full-time tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time, full-time, non-tenured and full-time, tenured faculty members are engaged. The Committee shall also follow the principle that if there is a choice between retaining a full-time faculty member or part-time faculty member, preference shall be given to the full-time faculty member, unless the part-time faculty member's contribution is necessary to the education program of the department and cannot be provided by a full-time faculty member.

28.3.5.2 If the recommendation does not involve the discontinuation of a program, department, or college, but would result in the termination of tenured faculty members and the retention of non-tenured faculty members, such recommendation shall contain those arguments which demonstrate that the specific order of retrenchment is necessary to avoid a serious distortion of the academic program where the non-tenured members are retained and that no serious distortions are created in the program where the tenured faculty members are released.

28.3.5.3 If a recommendation involves the discontinuation of a program, department, or college, the Committee shall investigate at least those issues listed in Subsection 29.5 of Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library, of the program, department, college, or library it is proposed to terminate, and if the recommendation is to terminate, such recommendation shall set forth the reasons for the recommendation. Such reasons shall include statements regarding each of the issues listed in Subsection 29.5 of Article 29.

28.3.5.4 Anything in this Article to the contrary notwithstanding:

a. Non-tenured faculty members in a particular discipline shall be laid off before tenured faculty members in that discipline.

b. The Committee shall consider an order of retrenchment different from that listed above to take affirmative action goals into account.

c. The termination of a non-tenured or part-time faculty member shall not be required if his

or her salary is wholly paid by restricted funds.

28.4 The Committee shall present its recommendations to the Board of Trustees in writing. Should a recommendation or recommendations represent the majority view of the Committee, the majority view shall be submitted to the Board. Any recommendation or recommendations sponsored by at least five (5) members of the Committee may also go to the Board. If there are no such minority recommendations, then the majority recommendation shall include at least one alternative method of relieving the exigency.

28.5 The Committee may also investigate existing unrestricted funds and existing unrestricted fund balances and may make alternate recommendations for relieving the exigency or phasing out (as contrasted to abrupt discontinuation) of existing activities by use of such funds or fund balances; provided, however, that such alternate recommendations shall not require the transfer of designated funds generated by a particular college to any other college. Such recommendations shall represent an additional alternative to the complete and alternate plan for relieving the exigency as specified in Subsection 28.4.

28.6 The Board shall only consider such recommendations as it receives from the Committee and which have the sponsorship of at least five (5) members of the Committee. The Board may deliberate and accept or reject any or all of the recommendations of either the majority or minority of the Committee, but only at a public meeting at which faculty members and students may present their views. Faculty members and students who wish to make a presentation to the Board on any recommendation of the Financial Exigency Committee prior to a Board decision on the recommendation shall be afforded the opportunity to do so. In its deliberations and in making its final decisions concerning such recommendations, the Board shall apply the criteria and principles specified in Subsection 28.3. A recommendation as to faculty retrenchment not supported by at least a majority of the Committee shall be made effective only if supported by a majority of the entire membership of the Board.

28.7 The Committee shall make a good faith effort to arrive at its recommendations within the sixty (60) calendar day period, or any extension thereof which may be granted by the Board. Should the Committee not make recommendations as required by Subsections 28.2 and 28.4 and within the time period specified in Subsection 28.2, or the next to the last sentence of this Subsection 28.7, or any extensions of this time period granted by the Board to the Committee, or if the recommendations are not sufficient to relieve the exigency, or if no Committee is appointed as per Subsection 28.2, the Board shall have the right to act on its own

initiative as to faculty retrenchment but, nevertheless, shall apply the criteria and principles specified in Subsection 28.3, and shall in any case conduct its deliberations and arrive at its decisions at a public meeting with interested parties having the right to present their views. Should the Board not be able to relieve the exigency because of its rejection of the recommendations it receives from the Committee which have the sponsorship of at least five (5) members of the Committee, the Board shall return the matter to the Committee which shall then have thirty (30) calendar days to return with further recommendations. Provided that the Committee acts within the time period specified and provided the Committee provides an alternative plan to that presented previously that will relieve the remaining exigency, this procedure shall continue until the Board acts finally to relieve the exigency.

28.8 A terminated faculty member shall have the right of review by the UFLGC as to whether the criteria and principles of Subsection 28.3 have been properly applied in his or her case. The Grievance Committee shall present its findings to the Board for review.

28.9 If the appointment is terminated, the faculty member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service or if the faculty member has tenure but has not been a faculty member at the University for ten (10) or more years; at least the balance of the current academic year plus one additional year (but not less than eighteen (18) calendar months) if the faculty member has been a faculty member at the University for ten (10) or more years; provided, nevertheless, and regardless of the foregoing, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed.

28.10 Before retrenchment of faculty because of financial exigency, the University shall endeavor to place the affected faculty member in another suitable position within the University. The University may not fill a position in a discipline in which a tenured faculty member who has been terminated is qualified to teach for a period of five (5) years from the date of termination of service, unless the position is first offered to that faculty member and he or she is given at least thirty (30) calendar days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with full tenure. The University may not fill a

position in the discipline in which a non-tenured faculty member who has been terminated is qualified to teach for a period of two (2) years from the date of termination of service unless the position is first offered to that faculty member and he or she is given at least thirty (30) calendar days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with the number of years of prior service at the University counting as part of his or her probationary period.

28.11 In the event of a conflict between the provisions of this Article and the provisions of any other Article of this Agreement, the provisions of this Article shall prevail; but nothing contained herein shall be construed as authorizing the amendment of this Agreement except by mutual consent of the parties.

28.12 A vacancy in the Financial Exigency Committee shall be promptly filled by the party which made the original appointment.

28.13 Except as otherwise provided herein, the foregoing provisions of this Article 28 shall be applicable to an anticipated financial exigency which may result in the retrenchment of librarians (which, as used in this Article is defined as termination of librarians on continuous appointment or of librarians during the period of their appointment) and for this purpose "faculty" shall be deemed to include librarians and "academic unit" shall be deemed to include "library department."

28.13.1 Subsections 28.3.5.1, 28.3.5.2, and 28.3.5.4 of this Article shall not apply to librarians. In the event that retrenchment of librarians is necessary, the order of retrenchment shall be as follows: Normal attrition is the preferred approach, to the extent that it will assist in relieving the exigency. Non-professional members of the library staff shall not be assigned professional tasks and shall not be hired, transferred, or reassigned to fill a professional vacancy created by financial exigency. Volunteer workers shall not be assigned professional tasks and shall not fill a professional vacancy created by Financial Exigency. Part-time librarians shall be released before full-time librarians. Librarians shall be released in inverse order of their length of service. Exceptions to this order of retrenchment may be made only if the retention of an individual is necessary to assure the proper functioning of a library, library department, or unit within a department.

28.13.2 Subsection 28.10 of this Article shall not apply to librarians. The University may not fill the position of

a librarian on continuous appointment who has been terminated for reasons of financial exigency for a period of five (5) years from the date of termination of service unless the position is first offered to that librarian and he or she is given at least thirty (30) calendar days to decide whether to accept or decline it.

ARTICLE 29

TERMINATION BECAUSE OF DISCONTINUATION OF A PROGRAM, DEPARTMENT, COLLEGE, OR LIBRARY

29.1 Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a program, department, or college, and that such discontinuation necessitates the termination of faculty members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment shall be put in writing and shall be presented to those faculty members in the program, department, or college which the Administration proposes to discontinue, to the Faculty Senate, and to the AAUP at least sixty (60) calendar days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they shall have the right to do so. More specifically:

29.2 The arguments which the Administration shall use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range educational mission of the University as a whole will be enhanced by the discontinuation. These reasons shall not include cyclical or temporary variations in enrollment, nor shall they be primarily based on possible financial advantages which might accrue should the discontinuation occur.

29.3 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, Faculty Senate, and/or the faculty in the program, department, or college which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, the Faculty Senate shall be informed and within fourteen (14) calendar days the Senate shall select a committee with full authority to consider the Administration's recommendation. This committee shall consist of five (5) faculty members, at least two of whom shall be members of the Faculty Senate. In addition, the AAUP shall have the right to appoint one non-voting member to the committee.

In addition, the faculty in the program, department, or college proposed for discontinuation shall have right to select one non-voting member to the committee who shall be outside of such program, department, or college.

29.4 Before final recommendations are made with respect to the discontinuation of a program, department, or college, the committee shall consult with the faculty members in the program, department, or college proposed for elimination.

29.5 The committee shall investigate at least each of the following issues:

29.5.1 the historical role and contributions of the program, department, or college in the University's educational, scholarly, and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;

29.5.2 the dependence of other programs in the University on the program, department, or college proposed for discontinuation;

29.5.3 duplication elsewhere in the University of courses, research, or services offered through the program, department, or college, and possible organizational arrangements which might serve as alternatives to discontinuation;

29.5.4 arrangements which can be made to allow students enrolled in the program to satisfy degree or certificate requirements;

29.5.5 stature of faculty in the program, department, or college, and stature of alumni who have been graduated from the program, department, or college, and possible consequences to the academic stature of the University through discontinuation;

29.5.6 the profile of ages, periods of service, and tenure status of faculty members within the unit and an estimate of their possible usefulness elsewhere within the University; and

29.5.7 possible arrangements for planned phasing out of the program, department, or college as an alternative to abrupt discontinuation.

29.6 The committee shall have sixty (60) calendar days to complete this investigation and to make a final recommendation to the Faculty Senate. In this final recommendation the committee

shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the committee shall find relevant. The Board may grant the committee additional time if it finds it desirable.

29.7 The Faculty Senate shall have twenty-one (21) calendar days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the Faculty Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the committee or the Faculty Senate shall be made effective only if supported by a majority of the entire membership of the Board.

29.8 Should the Administration recommend the discontinuation of a program, department, or college, but should this discontinuation not be effected as required in Subsection 29.7 the Administration shall not again commence the procedure set forth in this Article recommending discontinuation of the same program, department, or college, for a period of at least two years from the date of the Board's rejection of the recommendation to discontinue.

29.9 Should discontinuation of a program, department, or college be effected, but over a period of time to allow students entered in the program to complete their requirements, normal attrition should be used to terminate faculty members in the first phases insofar as possible. Part-time faculty members in a program, department, or college which has been discontinued shall be released before full-time non-tenured faculty unless this would result in a serious distortion of the academic program. Non-tenured faculty members in a program, department, or college which has been discontinued shall be released before tenured faculty members in that program, department, or college are released.

29.10 If an appointment is terminated, the faculty member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service; provided, nevertheless,

that no salary or notice is required beyond the term to which the faculty member has most recently been appointed. A tenured faculty member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A tenured faculty member with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a faculty member's normal retirement date.

29.11 Before terminating a tenured faculty member or a non-tenured faculty member prior to the end of a period of appointment because of discontinuation of a program, department, or college, the University shall endeavor to place the affected faculty member in another suitable position in the University. If placement in another position would be facilitated for a tenured faculty member by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.10 above) such training will be offered provided that no such period of training shall be required if the faculty member is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Subsection 29.10 above, or at the University's option, after such period, in which event financial support will be proffered.

29.12 If an appointment is terminated before the end of the period of an appointment, or if a tenured faculty member is terminated because of the discontinuation of a program, department, or college, the University may not fill a position in a discipline in which a released faculty member is qualified to teach for a period of two years from the date of termination of service if the faculty member is untenured, or for a period of five years from the date of termination of service if the faculty member is tenured and is more than one year below his or her normal retirement age at the time of offer of reappointment, unless the released faculty member has been offered reappointment and has been given at least thirty (30) calendar days within which to accept or decline the reappointment. A tenured faculty member thus recalled shall be recalled with full tenure rights.

29.13 A faculty member may appeal a proposed relocation or termination resulting from the discontinuation of a program, department, or college, pursuant to this Article and shall have the right to a full hearing by the University Faculty and Librarians Grievance Committee, subject to ultimate review by the Board.

29.14 Should the Administration make the judgment, based on the recommendation of the library administrator, that the long-range

service mission of the library systems necessitates the discontinuation of a library and that such discontinuation necessitates the termination of a librarian(s) on continuous appointment or of a librarian(s) before the expiration of the term of appointment, the Administration's reasons for this judgment shall be put in writing and presented to the librarian(s) affected, the Faculty Senate, and to the AAUP at least sixty (60) calendar days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they may do so.

29.15 The arguments which the Administration may use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range mission of the library systems and the educational mission of the University will be enhanced by the discontinuation. The reasons shall not be primarily based on possible financial advantages which might accrue should the discontinuation occur.

29.16 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the librarian(s) in the library which it is proposed to discontinue, the Board may decide either to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a committee shall be elected by librarians who are members of the Bargaining Unit with full authority to consider the Administration's recommendation. The AAUP shall have the right to appoint one non-voting member to the committee and the librarian(s) in the library proposed for discontinuation may select one non-voting member to the committee.

29.17 Before final recommendations are made with respect to the discontinuation of a library, the committee shall consult with the faculty members in the department or college affected by the discontinuation of the library.

29.18 The committee shall investigate at least each of following issues:

29.18.1 the historical role and contributions of the library in the library systems' mission, the circumstances which may have altered that role, and the uniqueness of the collection;

29.18.2 the dependence of academic units and/or other libraries on the services of the library proposed for discontinuation;

29.18.3 the profile of ages, length of service, and terms of appointment of the librarian(s) affected and an estimate of their possible usefulness elsewhere within the University;

29.18.4 stature of the library department and possible consequences to the academic stature of the University through discontinuation; and

29.18.5 possible arrangements for planned phasing out of the library as an alternative to abrupt discontinuation.

29.19 The committee shall have sixty (60) calendar days to complete this investigation and to make a final recommendation to the librarians who are members of the Bargaining Unit. In this final recommendation, the committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the committee shall find relevant. The Board may grant the committee additional time if it finds it desirable. The librarians who are members of the Bargaining Unit shall have twenty-one (21) calendar days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunities to express their points of view. A recommendation of discontinuation not supported by the committee or the librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.

29.20 Should discontinuation of a library be effected, normal attrition should be used to terminate librarians in the first phases insofar as possible. Librarians with term appointments in a library which has been discontinued shall be released before librarians in that library who hold continuous appointments.

29.21 If an appointment is terminated, the librarian shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the librarian has most recently

been appointed. A librarian with a continuous appointment with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A librarian with a continuous appointment with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a librarian's normal retirement date.

29.22 Before terminating a librarian holding a continuous appointment or librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected librarian in another suitable position in the University. If placement in another suitable position would be facilitated for a librarian holding a continuous appointment by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.21 above) such training will be offered provided that no such period of training shall be required if the librarian is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Subsection 29.21 above, or at the University's option, after such period, in which event, financial support will be proffered.

29.23 A librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library pursuant to this Article and shall have the right to a full hearing by the University Faculty and Librarians Grievance Committee subject to ultimate review by the Board.

29.24 If an appointment is terminated before the end of the period of an appointment, or if a librarian with continuous appointment is terminated because of the discontinuation of a library, the University may not fill a position in the specialty of a librarian who has been released for a period of two (2) years from the date of termination of service if the librarian is on a term appointment or for a period of five (5) years from the date of termination of service if the librarian has a continuous appointment and is more than one year below his or her normal retirement age at the time of offer of reappointment, unless the released librarian has been offered reappointment and has been given at least thirty (30) calendar days within which to accept or decline the reappointment. A librarian with a continuous appointment thus recalled shall be recalled with full rights of continuous appointment.

ARTICLE 30

INSTITUTIONAL RESPONSIBILITIES

30.1 The University recognizes that an adequate working environment and supporting services are necessary for effective teaching, learning, and research. Therefore, within the limit of available resources:

30.1.1 Adequate Facilities

The University shall make a good faith effort to provide to each faculty member space and facilities adequate for effective and safe teaching, research, advising, and all other activities necessary to his or her academic discipline.

30.1.2 The parties agree to establish a joint administration/faculty environmental oversight committee consisting of four (4) administrators appointed by the President and four (4) faculty and librarians appointed by the Faculty Senate. This committee is charged with oversight of the University's efforts in removing hazardous and unhealthy conditions from the work environment. Meetings of the oversight committee will be held at least on a quarterly basis. The committee will establish its meeting times and administrative procedures. The committee can receive complaints from faculty and librarians concerning alleged hazardous conditions. The committee may request the presence of anyone who may have a concern or who can be of assistance in considering environmental matters. The committee shall monitor the University's efforts to remedy the situation leading to the complaint. The committee shall from time to time report to the Presidents of the University and the AAUP and the Chair of the Faculty Senate on any environmental or health hazard which, in its judgment, represents a major cause for concern and recommend appropriate actions.

30.1.3 Libraries

The University recognizes its research mission and shall make a good faith effort to provide library systems responsive to faculty and student needs consistent with standards of quality recognized at a national level.

30.1.4 Supplies and Equipment

The University recognizes the need for adequate budgets in units for supplies and equipment. The University shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases.

30.1.5 Student Financial Aid

The University recognizes the need for adequate budgets for student financial aid, including graduate assistantship stipends. The University shall made good faith efforts to improve these budgets.

30.1.6 Support Personnel

The University recognizes the need for adequate budgets for support personnel providing services within academic units. The University shall make good faith efforts to improve these budgets of the academic units.

30.1.6 Parking, Dining, Meeting Space

The University shall endeavor to provide a reasonable environment to faculty and librarians in general by making a good faith effort to ensure (1) adequate parking spaces; (2) that at each campus there shall be cafeteria service and a separate faculty dining room; (3) no discriminatory food surcharges; (4) substantial faculty involvement in the decision to renew food service contracts to vendors serving faculty in the faculty dining room area; and (5) adequate meeting rooms.

30.2 The provisions of this Article are not subject to the grievance and arbitration procedures of the Agreement.

30.3 The Office of the University Ombudsman is designated to monitor and report progress relative to this Article, to provide a forum where complaints in relation to this Article may be lodged and reviewed, and to attempt to resolve such complaints. Upon receiving a complaint from a member of the Bargaining Unit, the Ombudsman will discuss the matter with the responsible administrative officer in an attempt to resolve the problem. No later than April 15 of each year the Ombudsman will present a complete report to the President detailing the nature and resolution of each complaint related to this Article. A copy of this report will be sent to the AAUP.

30.4 As evidence of this good faith effort, the President shall, at the Spring University Faculty Meeting, report to the faculty about the status of efforts to bring about improvements in each of these areas in the preceding academic year, and the outlook for possible improvements in the succeeding academic year.

ARTICLE 31

ACADEMIC UNIT HEADS

31.1 Nomination Process

Academic unit heads bearing the title of department head, division head, or director shall be appointed and reappointed by and serve at the pleasure of the Board upon the recommendation of the President of the University. Nominations to the President shall be made through the appropriate Provost, by the dean or deans concerned, following consultation with an ad hoc committee composed of faculty and students from the unit concerned and related units. Faculty from the unit and no more than two students from the unit shall constitute a majority of the committee, and that majority shall include at least two (2) faculty members democratically chosen by the unit concerned. The appointee must be mutually acceptable to the dean and the ad hoc committee. Before reappointment, academic unit heads shall undergo administrative performance review according to a term designated by the by-laws of the college but to be not less than four (4) nor more than seven (7) years.

31.2 Administrative Performance Review

The administrative performance of academic unit heads shall be reviewed periodically as per Subsection 31.1 above. Not later than the end of the penultimate year of an incumbent's term, a review of the academic unit head's performance shall be undertaken which assures appropriate faculty participation by faculty in the unit. The processes and criteria for administrative performance review shall be established for each college by an elected faculty committee in consultation with and subject to the approval of the dean. The process and timetable for administrative performance review of unit heads shall be published in order to assure opportunity for every faculty member in the unit to contribute.

31.3 Removal

An incumbent academic unit head may be removed upon a determination that his or her administrative performance is inadequate. A removal decision shall be communicated immediately by the dean of the college to the faculty of the academic unit involved and the individual prior to formal removal by the Board.

ARTICLE 32

RIGHTS AND DUTIES OF THE AAUP AS AGENT

32.1 The University and the AAUP recognize that each has responsibility for the administration of this Agreement.

32.2 The University agrees that all members in the Bargaining Unit shall have the right to organize freely, to join and to support the AAUP for the purpose of engaging in collective bargaining. There shall be no discrimination by the Board or Administration because of membership in the AAUP, nor shall any attempt be made to discourage membership in the AAUP.

32.3 Committees evaluating performance shall consider and credit service to the AAUP in the same manner as they consider and credit service to all other University committees.

32.4 The AAUP shall have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, and auditoriums, subject to the same regulations established for other organizations recognized by the University.

32.5 The AAUP shall have the right to deposit monies with the University from time to time as the AAUP finds appropriate for the purpose of providing for purchase from the University Central Stores. The AAUP shall have the right to make purchases from the University Central Stores provided that the AAUP's account at the time of purchase has a positive net balance. The University agrees to provide the AAUP with a monthly statement of the status of this account.

32.6 The AAUP shall be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.

32.7 On or before September 30 of each year of this Agreement, the AAUP shall advise the University of the dates of regularly scheduled meetings of the AAUP for the academic year. Such dates shall be submitted by the University to members of the Administration with the instructions that no Bargaining Unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings.

32.8 The AAUP shall be furnished with a copy of the minutes of each meeting of the Board of Trustees, and other public documents issued by the Board. Agenda of public meetings shall be made available to the AAUP at the same time they are made available to faculty representatives to the Board.

ARTICLE 32

32.9 During the term of this Agreement, the University shall make available for inspection to the AAUP, within a reasonable time after receiving a written request therefrom, such requested information which is available, relevant, and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University or as to anything involved in the University's decision-making processes, provided further that the foregoing is not intended to excluded the providing of raw data.

32.10 The University shall notify the AAUP within fifteen (15) calendar days of the granting of academic leave or other leave to any member of the Bargaining Unit.

32.11 The University will within sixty (60) calendar days provide the AAUP copies of the Personnel Action Form (PAF) which show all initial appointments.

32.12 The university will continue to provide the AAUP with access, as mutually agreed, to the employee data base pertaining to current status (initial appointments, terminations, salaries, and change of membership) of all members of the Bargaining Unit.

32.13 The University and the AAUP shall jointly and equally share the cost of printing copies of this Agreement. Not more than 5000 copies shall be printed, with the number to be determined jointly by the University and the AAUP. The AAUP will be provided with up to 2500 copies, the specific number within this limit to be specified by the AAUP, and the University will provide a copy of the Agreement to each new member of the Bargaining Unit within thirty (30) calendar days of acceptance of appointment.

32.14 The University shall, by June 1 of each year in which this Agreement is in effect, provide to the AAUP a statement of student enrollments in classes taught by the college for each college for the autumn quarter of the current academic year. The University shall also provide at the same time a statement of the full-time faculty positions which have existed in each college during the current academic year and which shall exist for the following year.

ARTICLE 33

DUES CHECK-OFF

33.1 The University will deduct from the salary of all members of the Bargaining Unit the AAUP's Chapter, Ohio Conference, and National dues and/or the AAUP bargaining dues assessments, as the

case may be, as are from time to time authorized, levied, and collected from the general membership of AAUP upon the condition that AAUP furnish the University written authorization duly executed by members of the Bargaining Unit permitting such deductions. Such authorizations consist of a signed payroll deduction form. The AAUP shall furnish the University with a list of persons who authorize such deductions with the amount to be deducted and the Social Security Number for each.

33.2 Beginning January 1, 1987, and thereafter such deductions shall be made in equal monthly installments from the monthly salary due each Bargaining Unit member. The first such monthly deduction will be made within thirty (30) calendar days of notification by the AAUP of the authorization. The University shall remit same to the AAUP no later than fifteen (15) calendar days after the date of such deduction.

33.3 The University will also deduct and remit to the AAUP such other sums it may be authorized in writing to deduct by the members of the AAUP.

33.4 The University shall not be held liable to the AAUP by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual authorized dues, fees, or other deductions made from University wages. The AAUP shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues, fees, or other deductions made in accordance with this Article.

33.5 In cases where dues, fees, or other deduction is made which a Bargaining Unit member may claim duplicates payment already made to the AAUP or where the Bargaining Unit member claims dues, fees, or other deduction is not in conformity with the provisions of the By-Laws of the AAUP, the matter shall be resolved between the claimant and the AAUP and a refund, if appropriate, shall be made by the AAUP.

ARTICLE 34

RELEASED TIME

34.1 The University shall grant up to forty-two (42) quarter hours, or fourteen (14) quarter courses for faculty members, or equivalent duties for librarians in each academic year covered by this Agreement for use by the President of the UC Chapter, AAUP, the Chairperson of the Contract Implementation Committee, the Chairperson of the Bargaining Council, members of the Negotiating Team, members of the University Faculty and Librarians Grievance Committee (UFLGC), and Contract Mandated Committees when

released time is requested with at least twenty-one (21) calendar days notice through the President of the AAUP to the Office of the appropriate Provost. The AAUP President shall, at the beginning of the contract period and following consultation with the chair of the UFLGC, determine what portion of the forty-two (42) hours shall be allocated to the UFLGC and what portion reserved for other uses by the AAUP.

34.2 The dean of the college or library administrator involved will be informed of the request by the University. The specific details of the release from teaching or library duties will be worked out between the individual requesting released time and the appropriate dean, library administrator, or academic unit head consistent with the special abilities of the individual and the mission of the unit involved. However, no one Bargaining Unit member should be released from more than one (1) course per quarter or equivalent duties for librarians for the reasons listed in this Article. Approval of the dean of the college or the library administrator must be obtained as to the particular teaching or library duties from which the faculty member is to be released.

ARTICLE 35

DISPUTES AND ARBITRATION

35.1 The provisions of this Article shall be applicable to the interpretation, application, or alleged violations of any of the following provisions of the Agreement: Article 1, Recognition and Description of Bargaining Unit; Article 10, Compensation (except as to the distribution within colleges and library systems of merit increases); Article 12, Minimum Salaries; Article 13, Overloads, Extra Compensation; Article 14, Academic Unit Head Compensation (only for failure to establish compensation within the ranges defined in Subsection 14.1); Article 15, Additional Compensation; Article 16, Medical Insurance; Article 17, Health Maintenance Plans; Article 18, Dental Insurance; Article 19, Life Insurance; Article 20, Sick Leave; Article 21, Disability Insurance; Article 22, Retirement Programs; Article 27, Governance of the University; Article 32, Rights and Duties of the AAUP as Agent; Article 33, Dues Check-off; Article 34, Released Time; Article 37, Decertification; Article 41, Duration and Amendment. The provisions of this Article are also applicable to disputes as to the interpretation of the procedural requirements of the following articles: Article 5, Affirmative Action Plans; Article 6, Appointments: Faculty and Librarians; Article 7, Reappointment, Promotion, Tenure, and Continuous Appointment; Article 23, Academic Leave, Study and Research Leave for Librarians, and Special Duty Assignments; Article 24,

Professional, Personal, Child Rearing, Vacation, and Military Leaves and Released Time for Education for Librarians; Article 26, Professional Travel; Article 28, Retrenchment Under Conditions of Financial Exigency; Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library; Article 31, Academic Unit Heads; Article 36, Maintenance of Practices.

35.2 It is the intention of the parties to use their best efforts informally to resolve any disputes between the AAUP and the Administration within the purview of this Article. In the event that such dispute is not resolved informally, formal notice of such dispute, if raised by the AAUP, shall be presented in writing to the appropriate Provost and, if by the University, to the President of the AAUP. Such written notice of dispute shall be given within sixty (60) calendar days after the circumstances giving rise to the dispute should have been known unless the parties agree in writing to extend the time. A response shall be made by the other party in writing within fourteen (14) calendar days after written notification of dispute.

35.3 In the event that the parties have not resolved the dispute within thirty (30) calendar days after the giving of formal notice of same, then either party may demand arbitration. Such demand for arbitration shall be made no later then fourteen (14) calendar days after the end of such thirty (30) calendar day period and if such demand is not given as provided herein, the right to arbitration shall be waived. The party demanding arbitration shall accompany such demand with the name of an arbitrator appointed by it. The other party shall, within fourteen (14) calendar days of such arbitration demand, advise the other party of the name of the arbitrator chosen by it. The two (2) arbitrators so selected shall meet and endeavor to resolve the dispute. In the event they are unable to do so within fourteen (14) calendar days, the two arbitrators shall then select a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within ten (10) calendar days, either party may request the American Arbitration Association for a panel of arbitrators, each of whom shall be a member of the National Academy of Arbitrators. The third arbitrator shall be selected and the arbitration shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

35.4 The decision of the two arbitrators or the three arbitrators, as the case may be, shall be final and binding on the parties. The arbitrators, however, shall be bound by the language contained in this Collective Bargaining Agreement and their sole authority shall be to interpret the Agreement.

35.5 The fees and expenses of each arbitrator appointed by the AAUP or the University shall be borne solely by the party appointing such arbitrator. All other costs of arbitration shall be borne equally by the University and the AAUP.

35.6 Any time limit may be extended by mutual agreement in writing between the parties.

35.7 The matter of whether the procedures and time limits of an Article have been followed shall be considered as a procedural issue.

35.8 The phrase "procedural requirements" as used in this Article means requirements relating to steps or acts to be taken or not taken, the manner, sequence, and time in which steps or acts are to be taken, and where an article mandates the basis for arguments, recommendations, or decisions, the application of such bases; it does not mean the merits of the argument, recommendation, or decision.

35.9 In the event that the AAUP gives timely notice of a dispute under this Article with respect to matter which has also been made the subject of a grievance under Article 8, such dispute shall be processed in accordance with the provision of this Article unless the AAUP and the University agree that the disputes and arbitration procedure be held in abeyance pending the final disposition of the grievance.

35.10 In the absence of such agreement the grievance shall proceed under Article 8 and the dispute shall proceed under this Article. If the dispute procedure results in arbitration and the decision of the arbitration differs from the final decision on the grievance, then, to the extent that the arbitrator's decision differs from the final decision on the grievance, the arbitrator's decision shall be controlling. Neither proceeding shall be stayed because of the pendency of the other, except by mutual consent of the parties.

35.11 Anything in this Article notwithstanding, the arbitrators shall have no power to review or consider any matter (except for the interpretation of procedural requirements of Articles 6 and 7) relating to appointment, reappointment, promotion, or the granting of tenure or continuous appointment of or to member[s] or prospective member[s] of the Bargaining Unit, nor shall the arbitrators have any authority to decide that member[s] of the Bargaining Unit be employed by, or retained in the employ of, the University for any period of time, or awarded compensation of any kind in lieu thereof.

35.12 Subsection 36.4 of Article 36, Maintenance of Practices, or any change or discontinuance of a Rule of the Board of

Trustees claimed to be in violation of Subsection 36.2 of said Article shall be subject to arbitration as provided in the first sentence of this Article.

ARTICLE 36

MAINTENANCE OF PRACTICES

36.1 The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between faculty and librarians and administration are necessarily best resolved by legal contract.

36.2 The parties further recognize that practices and policies of general application have developed over a period of years and are set forth in writing in the Rules of the Board of Trustees. Accordingly, it is agreed that the policies of the University set forth in such Rules and applicable to Bargaining Unit members shall be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board of Trustees, by adopting this Agreement, shall be deemed to have amended its regulations to conform to the provisions of this Agreement.

36.3 The Rules of the Board of Trustees shall not be subject to the grievance procedure set forth in this Agreement; however, issues concerning whether or not such written policies are being followed in particular instances will be subject to the Grievance Procedure set forth in Article 8.

36.4 The Board of Trustees and the Administration shall not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce any of the following financial benefits which are not required by law or by other provisions of this Agreement:

36.4.1 remission of tuition or fees;

36.4.2 bookstore discounts; or

36.4.3 ticket discounts.

ARTICLE 37

DECERTIFICATION

37.1 The University's recognition of the AAUP as set forth in Article 1, Recognition and Description of Bargaining Unit, of this Agreement shall continue unless and until the AAUP is decertified by order of SERB through the procedures allowed in Section 4117.07 of the Ohio Revised Code.

ARTICLE 38

AGREEMENT CONSTRUCTION

38.1 The article or section titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE 39

TOTALITY OF AGREEMENT

39.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the AAUP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement; and provided further, that nothing herein contained shall be construed to limit the matters which are subject to collective bargaining between the parties in the future.

ARTICLE 40

SAVINGS AND SEPARABILITY

40.1 In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement which shall be construed and applied as if such provision or part thereof, to the extent invalid or illegal, were not contained therein, and each other provision or part thereof shall remain in full force and effect; provided, however, that if requested by either of them, the parties shall, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 41

DURATION AND AMENDMENT

41.1 This Agreement shall continue in full force and effect to and including August 31, 1989.

41.2 The Agreement shall continue in effect from year to year thereafter unless either party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party the University and the AAUP shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) calendar days prior to the expiration of the Agreement.

41.3 If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) calendar days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 37, Decertification.

ARTICLE 42

DISPUTE SETTLEMENT PROCEDURES

42.1 The parties do hereby agree to the following procedure for the settlement of disputes concerning the termination or modification of this Agreement or the negotiation of a successor Agreement. This dispute settlement procedure shall be

substituted for the procedure or procedures specified in Section 4117.14 of the Ohio Revised Code, as authorized by Section 4117.14(C) (1) (f) of the Code:

42.2 Should either party, pursuant to Article 41, give notice to the other that a modification or termination of the Agreement or negotiation of a successor Agreement is desired, that party shall simultaneously notify the State Employment Relations Board by serving upon the Board a copy of the notice and a copy of the existing collective bargaining Agreement.

42.3 During the period commencing at least sixty (60) calendar days prior to the expiration of the current contract between the AAUP and the University, both parties agree to bargain in good faith in order to reach a settlement by the expiration date of the Agreement. In the event a settlement has not been reached by the expiration date of the Agreement, the parties may jointly agree to continue negotiations and/or request mediation. If negotiations continue and settlement has not been reached within seven (7) calendar days after the expiration of the Agreement, either the University or the AAUP may declare that the parties are unable to reach an agreement and can request mediation. The parties shall mutually request the appointment of a Mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

42.4 The parties shall meet with the Mediator and provide the Mediator with any information requested to facilitate mediation. If the Mediator is unable to effect a settlement within a period not to exceed fifteen (15) calendar days after appointment, and if the Mediator declares that fact-finding is appropriate to the resolution of the differences, either party may, by written notification to the other, request that their differences be submitted to a fact-finding panel.

42.5 Within seven (7) calendar days of such written notification of a request for fact-finding, each party shall designate a person to serve as a member of the fact-finding panel. Those two members of the fact-finding panel shall request either FMCS or SERB to select a third member to serve as chairperson, which chairperson shall be appointed within seven (7) calendar days after selection of the initial two members. Unless both parties consent, the chairperson cannot be the same person who served as Mediator.

42.6 The fact-finding panel, within seven (7) calendar days of its appointment, must meet with the parties. The panel may hold hearings, make additional investigations and inquiries, and take other steps as it considers appropriate. The panel is empowered to request SERB to issue subpoenas, pursuant to Section 4117.14 (C) (4) (c), Ohio Revised Code. If the dispute is not settled

within fifteen (15) calendar days after the panel is appointed, or within a longer period, if agreed to by the parties, the panel must report its findings to the parties, including its recommendations on the unresolved issues. Fourteen (14) calendar days after submission to the parties, the findings must be made public if no settlement has been reached.

42.7 Notwithstanding the dispute settlement procedures described above:

42.7.1 The AAUP reserves the right to strike, under Section 4117.14 (D)(2) and otherwise, at any time after the expiration of the Agreement, upon giving ten (10) days notice to the Administration and SERB.

42.7.2 The parties may, at any time during the negotiations and by mutual agreement, request either FMCS or SERB appoint a Mediator to assist in the settlement of disputes over negotiation issues.

42.8 All costs above those paid by SERB associated with the appointment of the Mediator and the Chairperson of the fact-finding panel shall be shared equally by the parties.

DEFINITIONS

AAUP shall mean the University of Cincinnati Chapter of the American Association of University Professors.

ACADEMIC UNIT shall mean the smallest academic unit of which a member of the Bargaining Unit is a member, whether a department, college, school, institute, or other unit.

ACADEMIC UNIT HEAD shall mean the Board of Trustees appointed chief administrative officer of an academic unit whether called department head, divison head, or director.

ADMINISTRATION shall mean the President of the University of Cincinnati or his representative(s) designated for the purpose.

BARGAINING UNIT shall mean the group of faculty members and librarians described in Article 1 of this Agreement.

BASE SALARY shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching, Summer Session, or Evening College. In those colleges or departments which operate on a four-quarter basis, base salary for Bargaining Unit members obligated to teach on a seven out of eight quarter basis shall signify their three-quarter Academic Year Salary.

BOARD shall mean the Board of Trustees which exists as a separate physical entity with one or more staff.

LIBRARY ADMINISTRATOR shall mean Dean, Vice Provost for University Libraries, Director of the Medical Center Libraries, Head Law Librarian.

LIBRARY DEPARTMENT shall mean an organized function within a library with one or more staff and a Department Head, e.g., Acquisitions Department, History of Health Sciences, Cataloging.

LIBRARY SYSTEM shall mean one or more libraries reporting to one administrator; the largest group of libraries not reporting to another librarian, i.e., University Libraries, Medical Center Libraries, College of Law Library, Raymond Walters College Library, Clermont College Library.

LIBRARY UNIT shall mean the smallest unit recognized as part of the library system. A specific function within a library department with one or more staff and, usually, a Unit Head, e.g., Accounting Unit in Acquisitions, Labeling Unit in

Cataloging, Manuscripts in Special Collections, Library Division at the Medical Center Library.

PRESIDENT shall mean the President of the University of Cincinnati.

QUALIFIED FACULTY TITLES shall mean titles in the Field Service, Adjunct, Visiting, Research, and Clinical series. Qualified titles shall not carry eligibility for tenure.

TIME LIMITS - All references in this Agreement to time periods are expressed in calendar day inclusive of Saturdays, Sundays, and Legal Holidays. Any time limit may be extended by mutual agreement in writing between the parties.

UNIVERSITY shall mean the corporate entity administered under the authority of the Board of Trustees of the University of Cincinnati.

UNQUALIFIED FACULTY TITLES shall mean the regular faculty titles of Professor, Associate Professor, Assistant Professor, Instructor. Unqualified regular titles carry eligibility for tenure.

YEAR shall mean the academic year unless otherwise designated.

MEMORANDUM OF UNDERSTANDING

During the course of negotiations the Administration and the AAUP reached an understanding regarding several important issues. The following represents that understanding:

1. Decanal Review and Decanal, Provostal, and Vice Provostal Search Committees

The parties to this contract appreciate the efforts of the ad hoc committees on Decanal Review and on Decanal, Provostal, and Vice Provostal searches. We recommend to the President his most careful consideration of their reports, as adopted by the Faculty Senate.

The President or the President's designated representative shall meet with the ad hoc committees of the Faculty Senate to determine mutually acceptable procedures and guidelines for these reviews and searches.

If upon deliberation it becomes clear that mutual acceptability is not possible, the President will provide the Faculty Senate with the rationale for the recommendation that will then be transmitted to the Board of Trustees.

2. Academic Unit Head Stipend Criteria

The President or the President's designated representative shall consult and meet with the representatives of the Faculty Senate to identify the criteria upon which deans shall recommend stipends for academic unit heads. If mutually acceptable criteria are not established through this process, the President will provide the Faculty Senate with the rationale for the recommendations to the Board of Trustees.

3. Benefits Study Committee

The Benefits Study Committee shall be a standing committee with four members appointed by the AAUP and four members appointed by the President. The Committee shall elect its chairperson from among its members.

The Committee shall explore ways to reduce benefits costs to the University and to the individual Bargaining Unit member without reducing the level of benefits available to the Bargaining Unit members and other matters as identified below. To achieve these ends the Committee shall be authorized to get bids and cost estimates, determine accurate estimates of benefits costs, review usage, investigate alternate vendors, etc. The University shall provide the Committee with all information available to it regarding the cost and nature of benefits provided to all

classifications of University employees.

In addition to the generic concern stated above, specific matters to be addressed by the Committee during the present contract period include:

- available and possible child care facilities;
- an evaluation of the early retirement program;
- a study of approaches to and implications of future possibilities for partial retirement;
- comparing the equity between STRS and TIAA retirees;
- conformity of benefits programs with other applicable University policies; and
- examination of the potential effects of inflation on participants in the early retirement program.

The Committee may choose to create subcommittees on which, with the joint concurrence of the parent body, individuals not on the parent body may serve, provided that each such subcommittee shall be evenly divided as between representatives of the AAUP and the Administration. The Committee shall make specific recommendations for action based on its work and shall also report annually in January to the AAUP and the President summarizing its work the preceding year and restating recommendations made during the preceding 12 months.

The creation of this Committee shall not constitute a waiver by the AAUP of its right to bargain with the University for improvements in the benefits of members of the Bargaining Unit.

4. Mediation/Grievance Review

In September, 1988, the contract compliance officers for the Administration and the AAUP will conduct a review of the implementation of the mediation/grievance procedures negotiated in the current contract. The observations and recommendations emerging from the review shall be communicated to both parties to this Agreement no later than January 15, 1989.

5. Article 6, Subsection 6.2.9

Within ten days of the actual signing of the Agreement, the University will send written notification to all current members of the Bargaining Unit originally appointed with an unqualified title who, by that date, will have completed six (6) years of continuous service and who accepted an appointment with a qualified title at any time after January 1, 1980, that, if they wish to be reviewed for tenure or continuous appointment, they should so notify the appropriate dean, in writing, by March 1, 1987, except that this provision shall not apply to any Bargaining Unit member who had, by August 31, 1986, received notice of

non-reappointment, or to those who have been otherwise reviewed for tenure or continuous appointment. They will then be reviewed for tenure or continuous appointment according to the procedures in the Collective Bargaining Agreement during the 1987-88 academic year. If the University does not receive such written request by March 1, 1987, the right of the Bargaining Unit member to request review for tenure or continuous appointment shall be waived, but failure to make such a request or, the request having been made, the failure to receive tenure or continuous appointment, shall not affect the Bargaining Unit member's qualified title position. This memorandum settles and resolves all claims arising under Case No. A-8606843, now pending in the Court of Common Pleas of Hamilton County, Ohio, which shall be dismissed, with prejudice.

Barbara L. Schare
Chief Negotiator
AAUP Negotiating Team

Hendrik D. Gideonse
Chief Negotiator
Administration Negotiating Team

Date: January 6, 1987

SIGNATORY TO AGREEMENT

UNIVERSITY OF CINCINNATI

Charles H. Barrett
Chairman, Board of Trustees

Joseph A. Steger
President

Hendrik D. Gideonse
Chief Negotiator

Negotiating Team:

H. Bruce Bosmann
Corey A. Lehr
Nancy M. Lorenzi
Lawrence L. Kleinfelter
Maria C. Kreppel
Ronald L. Pollitt
Alternates:
Greg Hand
William C. Lodge
Gordon G. Penning
George P. Salerno

UNIVERSITY OF CINCINNATI CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Lowell N. Leake
President

Ann N. Michelini
Vice President

Barbara L. Schare
Chief Negotiator

Negotiating Team:

John L. Bryant
Ronald L. Huston
Ann N. Michelini
John A. Powers
Cornelia A. Ragiel
Elizabeth S. Sato

ATTEST:

Toni A. Gregory
Assistant Secretary, Board of Trustees

Date: January 6, 1987

INDEX

AAUP: 1,2,3,4,6,7,28,29,31,32,33, 35,36,37,38,39,40,42,45,48, 55,57,58,65,69,75,79,82,83, 85-95,96,98,99;as Bargaining Agent 85-86;rights and duties 85-86; dues check-off 86-87; role in retrenchment 69; dispute settlement 93-95

Academic freedom: 3,4,5,6,28,29

Academic leave: 10,58-59,60-61,86

Academic unit heads: 84,96; role in RPT 17; compensation 47-48; stipend criteria 47,98

Additional compensation: 48

Adjunct faculty: 2

Affirmative action: 6,7,24,71

Appointments: 7-17; procedures 8-11,12-15; terms of 8,10,13,15; faculty 8,9; librarians 11-17; initial 7-8,11-12,86

Arbitration: 88-91

Arbitrary and capricious: 29

Assistant Librarians: 2,12,13,17, 46,47

Assistant Professors: 2,8,9,46, 47,59

Associate Librarians: 2,12,13,46,47

Associate Professors: 2,8,9,46,47, 59

Associate Senior Librarians: 2, 12,14,46,47

Bargaining Unit: 96; membership in 2-3

Benefits Study Committee: 98-99

Beginning Librarians: 2,12,13,17 46,47

Bookstore Discount: 91

Budget restraints: 23,24

Child care: 99

Child rearing leave: 63-64

Class action grievance: 31

Clinical appointments (see Qualified Titles)

Continuous appointment: 4,12,13, 14,15,16,17,19,21-27,28,29, 31,35,41,61,74,79-81,99,100

Deans: 2; decanal review 98

Decertification: 92

Definitions: 96-97

Dental Insurance: 49

Department heads (see Academic unit heads): 2,84

Dining facilities: 83

Directors (see Academic unit heads): 2,84

Disability: 51-52,54

Disciplinary hearing: 37-40

Discontinuation of a department, program, college, or library: 11,14,15, 40,71, 75-81

Discrimination: 6,29,31,85

Dismissal for cause: 40-42

Dispute settlement procedures: 93-95

Disputes: 88-91

Division heads (see Academic unit head): 2,84

Dossiers: 18,19,20,21,22

Early retirement program: 55-58, 99

Environmental oversight committee: 82

Equipment: 82

Facilities: 82

Fact-finding: 94-95

Faculty Senate: 7,35,36,68,75, 76,77,79,82

Faculty titles (see Ranks, faculty)

Field service (see Qualified titles)

Financial exigency: 10,11,14,15,40, 69-75

Forms: 32,33,34; mediation 106; grievance 107

Fringe benefits: medical 48-54; other 54-67

Governance: 67-69

Grievance: 28-37; procedures 33-35; University Faculty and Librarians Grievance Committee (UFLGC) 35-36; time limits 29-30,31; Type A 28-30; Type B 28,31-33; mediation 32-33; disciplinary action 37-40; Ad Hoc Review Committee 30-31; burden of proof 28; review of 99

Inequities: 48

Institutional responsibilities: 82-83

Instructors: 2,8,9,17,46,47,59

Insurance: health 48-49; hospitalization 48; major medical 49; dental 49; life 50; disability 54; health maintenan plans 49; survivorship 55

Librarians: 2; appointment 11-12; job descriptions 11-12; reappoi ment (RPCA) committee 27; study and research leave 59 (see also Continuous appointment; Ranks, librarian)

Libraries: 82

Leaves: 58-65; academic 58-59,60-61; child-rearing 63-64; maternity 50-51; personal 63; professiona 61-62; released time for educa- tion 65; sick 50-53; special 65 special duty assignments 60-61; study and research 59-60,60-61; vacation 64

Life insurance: 50

Maternity leave: 50-51

Major medical insurance: 48,57

Mediation: 32-33; review of 99

Medical insurance: dental 49; health 48-49; health maintenanc plans 49; hospitalization 48-49 major medical 49; and early retirement 57

Meeting space: 83,85

Merit pay: 42-46

Minimum salaries: 46-47

Negative recommendation: 20-21, 29

Nepotism: 6

Non-reappointment: 23-24 (see also: Budget restraints; Program needs)

Notice dates: 10,18,22,73,77-78, 80-81

Notification requirements: 10,17,18

Overload pay: 47

Ombudsman: 83

Outpatient Psychiatric PPO: 49

Parking: 83

Part-time faculty: 2,45-46,47,70, 77

Payroll deduction: 86-87

Personal leave: 63

Personnel files: 20

President: AAUP 29,36,37,87,88; University 17,29,30,31,38, 58,59,97

Probationary period (seven year rule): 8,9,13,14,15

Professional leave: 61-62

Professors: 2,8,46,47,59

Program needs: 23,24

Promotion: 17-28,61,62; criteria 23-24; procedures 19-22; notice 17,18

Qualified titles: 9,10,11,15,16,97, 99,100

Ranks, faculty: assistant professor 2,8,46,47; associate professor 2,8,46,47; instructor 2,8,46,46; professor 2,8,46,47

Ranks, librarian: assistant 2,12,13, 46,47; associate 2,12,13,46,47; associate senior 2,12,14,46,47; beginning 2,12,13,46,47; senior 2,12,14,46,47

Reappointment: 17-28; criteria 23,24; deadlines (chart) 22; notice 17-18; procedures 23-24; recommendations 17-20,23,26,27

Reappointment, promotion, tenure, and continuous appointment committees: 17-28; college committees 26; department committees 25-26; librarians committee 27; procedures 19-22; shared responsibility 17; review deadlines 22; layered responsibility 18-19; criteria and procedures 23-24

Reconsideration: 20,21

Regular (unqualified) titles: 2,97

Released time: 87-88

Released time for education: 65

Research appointments (see Qualified titles)

Resignation: 10,15

Retirement: 54-58,99; early retirement 55-58,99; PERS 54; STRS 54,99; TIAA/CREF 54,99; survivorship 55

Retrenchment: 69-75

Review: academic unit heads 84; non-tenured faculty 17; deadline 22; layered responsibility 18-19; process for reappointment, promotion, tenure, and continuous appointment 19-22; decanal, etc. 9

Salary: 42-48,61,62; geographic full-time 45-46; inequity 48; merit 43-46; minimum 46-47; part-time 45-46; promotion 42-46

Senior librarians: 2,12,14,46,47

Sexual harassment: 6,31

Sick leave: 50-53; longterm illness or disability 51-52; disagreements on status 52-53; payment for accrued sick leave 53

Special leave: 65

Special duty assignment: 60-61

Student financial aid: 83

Study and research leave: 59-60,50-61

Supplies: 83

Support personnel: 83

Survivorship insurance: 55

Termination: 11,40,69,75,79

Tenure: 4,8,9,10,11,17-19,21-25,28, 29,52,61,62,69,70,75-77,99,100; quotas 11; by grant from Board of Trustees 11,17

Ticket discount: 91

Time limits: 97; grievance 29,30,34; mediation 32-33; Ad Hoc Review Committee 30-31

Travel expense reimbursement: 65-67

Tuition remission: 91

Unqualified (regular) titles: 2,97

Vacation: 64

REQUEST FOR MEDIATION FORM

Date received by
Dean [ ]
Provost [ ] _____

Name (print)_____ Phone_____ M.L.#_____

Signature_____ Department_____

College_____

Date of event(s) precipitating complaint_____

Person(s) against whom complaint is directed_____

_____

Brief statement of complaint_____

_____

_____

_____

Brief chronology of complaint_____

_____

_____

_____

Contract provisions violated_____

_____

TO BE COMPLETED BY MEDIATION TEAM

Complaint
resolved (date)_____ Date to Dean for implementation_____

Complaint not
resolved (date)_____

Mediators_____/_____

[FORM SUBJECT TO REVISION]

UFLGC GRIEVANCE FORM

For use by UFLGC only	
Date received	
Hearing date	
Ad hoc committee formed	
Ad hoc report rec'd	
Findings mailed	
President's response rec'd	

Grievant's name _____ / _____
(printed) (signature)

College _____ Department _____

Telephone _____ / _____ M.L.# _____
(campus) (home)

Type of Grievance: Type A (Reappointment, Promotion, Tenure, or Continuous Appointment)
Date negative notice received from Provost _____

Type B (all other)
Date of learning of event giving rise to grievance _____
Date mediators determined resolution not possible (if applicable) _____

Respondent(s): Against whom is grievance filed? _____

_____

Brief statement of grievance (refer to specific contract violations)

_____

_____

_____

_____

Brief chronology of grievance _____

_____

_____

_____

(If applicable) I will be represented by _____

cc: AAUP President M.L.#176
Provost
Dean
Respondent(s)

[FORM SUBJECT TO REVISION]